



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 works to protect children from neglect and abuse. ICDP has a zero-tolerance policy on SEA and is committed to take measures to prevent and respond to SEA. The Child Protection Policy, Code of Conduct and PSEA policy, are part of ICDP policy and procedures. 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 “ICDP 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)

for the duration of 3 years starting from.....

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 the country/ region specified - all as set out in the Memorandum of Understanding (MoU) dated (Annex 1)
2. The PO will implement the project according to project plan as in the enclosed MoU.
3. 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.
4. 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

5. 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, including the ICDP code of conduct, ICDP PSEA policy and ICDP Child Protection Policy; PO is committed to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA. The failure to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this cooperative arrangement.
6. The ICDP programme will be implemented by qualified ICDP trainers/facilitators inside the PO.

If the PO wants to use self employed staff or contractors it must obtain ICDP's prior written consent. Self employed facilitators will be asked to sign the 'ICDP Agreement with facilitators' (Annex 2) before receiving the ICDP Diploma for Facilitators and trainers will be asked to sign the 'ICDP Agreement with Trainers' (Annex 3) before receiving the ICDP Diploma for Trainers. The PO shall ensure that its Trainers sign such agreement. The same agreement framework and content should be applied if the PO in future qualifies and signs up trainers and facilitators, with approval of ICDP.

7. 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

8. 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.
9. 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.
10. 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 (name of author.....) were adapted by (name of person.....) from (name of organization.....) in the context of the ICDP training provided by ICDP trainer (name.....) for the (name of project.....).

IV REPORTING

11. The PO will send to ICDP yearly reports about ICDP activities by 1st of February, (including numbers and gender of trained caregivers/parents and facilitators).
12. PO will submit information to ICDP for the Newsletter by 31st October every year
13. 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.
14. 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, policies and strategy of ICDP.

V FEES, ROYALTIES AND PAYMENTS

15. If PO generates income from the use of ICDP methodology and ICDP materials, PO agrees to share with ICDP a part of that income, as stated in sections 18 and 19 below.
16. Whenever ICDP begins to train in a new country, ICDP provides for free a DVD containing the ICDP set of materials, for use by the local partner.
17. However, the ICDP manual by Karsten Hundeide, written for international use, is sold by the ICDP foundation.
18. If the PO wishes to publish the copyright material by Karsten Hundeide, the terms will be agreed in a separate agreement with ICDP.

19. During the period of this agreement the PO and ICDP will agree on possible contribution to ICDP, based on a separate agreement. Contributions are reported annually and not later than 15th of November as basis for calculating the contribution to ICDP. Contributions are due no later than two weeks after reporting.

VI LIMITATION OF LIABILITIES

20. Any generated income is to be used to further the cause of ICDP. The holders of intellectual property rights of the ICDP programme do not allow PO to use the programme for commercial purposes; PO shall ensure it and its employees do not use the material for commercial purposes.
21. The PO will allow ICDP to visit the project, have access to data, including accounts, and staff in order to evaluate the quality of the work.
22. At PO's request in writing ICDP may appoint an independent chartered accountant to audit PO's adherence to this agreement at PO's expense. Such reviews may take place without prior notice.

V ARBITRATION AND BREACH

23. Disagreements and any alleged breaches of contract should be notified to other party in writing forthwith. The other party shall respond in writing within 7 days. Parties agree to negotiate face-to-face to resolve disagreement. Should this not resolve the dispute any party may seek resolution through initiating legal arbitration in Norway. Ruling in arbitration cannot be appealed. Ruling jurisdiction is governed by law in Norway.

VI RENEWAL AND TERMINATION

24. This contract can be renewed after a 3 year period and/or revised in writing by the parties at any time. This Agreement and its schedules/annexes, is the entire agreement between the parties as to its subject matter.
25. Cooperation may be terminated if a party is found to act in breach of this contract. Parties proceed as described above in clause 23. In the event of any breach of contract not corrected within the 7 days referred to in clause 23 above, 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.

Signed:
on behalf of ICDP

.....
on behalf of PO

Date:

Place:

ANNEX 1

MOU BETWEEN ICDP AND A PARTNER ORGANIZATION (PO)

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 PO:

IV Principal Areas of Cooperation

Through this MOU the partners agree to participate in the collaborative development in(Specific areas)..... as outlined in the project proposal – attached.

V. Coordination

Each party will identify a liaison to provide overall coordination and adherence of this MOU.

VI. Periodic Review

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.

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

International Child Development Programme (ICDP)

Name and Surname: _____

Signature: _____ Date _____

PO

Name and Surname: _____

Signature: _____ Date _____

ANNEX 2

PO AGREEMENT WITH FACILITATORS

Agreement for co-operation with PO qualified **facilitators**

Agreement between PO and ICDP Facilitator.....

The purpose of this agreement is to maintain, monitor and support the philosophy and quality of ICDP work for the development of children and families around the world.

- ❖ Facilitator can use the name and the content of the ICDP programme to work directly with caregivers / children, but is not entitled to train other facilitators for certification.
- ❖ Facilitator will use the ICDP guidelines and materials in accordance with ICDP training format and ICDP policies, including the ICDP code of conduct, PSEA policy and child protection policy.
- ❖ The failure to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this cooperative arrangement.
- ❖ Facilitator commits to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA.
- ❖ ICDP should be kept informed about the facilitator's work with the ICDP by sending information about future plans and reports about the use of the ICDP methodology/ programme.
- ❖ Facilitator has the right to incorporate new developments of the ICDP programme in her/his work, as agreed with ICDP.
- ❖ ICDP trainer will offer supervision, educational and moral support for the work in the field, as agreed.

Signed by:

.....
On behalf of PO

.....
Facilitator

Date:

Place:

ANNEX 3

PO AGREEMENT WITH TRAINERS

Agreement for co-operation with PO qualified **trainers**

Agreement between PO and ICDP Trainer.....

The purpose of this agreement is to maintain, monitor and support the philosophy and quality of our work for the development of children and families around the world.

- ❖ A trainer is entitled to train new facilitators for certification by PO.
- ❖ Trainer will train new facilitators in accordance with ICDP Training format and ICDP policies & procedures, including ICDP code of conduct, PSEA policy, child protection policy.
- ❖ Trainer commits to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA. The failure to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this cooperative arrangement.
- ❖ A trainer is accredited in accordance to ICDP training procedures to train only in (specify country), the country of accreditation.
- ❖ A trainer needs to inform PO of any intentions to carry out training outside his/her institution, to establish terms.
- ❖ The holders of intellectual property rights of this programme do not allow PO to use the programme for commercial purposes; any generated funds are to be used to further the ICDP objectives.
- ❖ A trainer is responsible for the quality of training, making sure that the overall standards of the programme are implemented and sustained.
- ❖ Trainer shall provide an annual narrative report of the ICDP activities by 1st of February, (including numbers and gender of trained caregivers/parents and facilitators) and inform ICDP of any planned future training initiatives/projects, using the ICDP name and its programme.
- ❖ In addition to the yearly report, PO will send information once a year, by 31st of October, to ICDP International for free use in ICDP Newsletter and ICDP shall be entitled to publish such information at its discretion.
- ❖ Trainers will respect the ICDP copyright and other intellectual property rights in its name, logo, materials, audio-visuals materials and methodology, and any adapted versions or translations. Financial terms and conditions for their use by the trainer in new projects will be agreed with ICDP. The ICDP logo will be used according to provided instructions for its use.
- ❖ A trainer may not modify the ICDP materials or programme without prior written consent by ICDP nor remove any intellectual property rights notices on such materials or programme. Trainers should send copies of authorized changes to the ICDP.
- ❖ A trainer will keep strictly confidential any confidential information of ICDP, information about ICDP business and trade secrets both whilst a trainer and after without limit as to time.
- ❖ Trainer will allow ICDP to visit the project and evaluate the quality of the work.

Signed:.....

On behalf of PO

Trainer

Date: Place:

SPECIAL AGREEMENT WITH PARTNER ORGANIZATIONS

A specially adapted agreement may be signed between ICDP and:

- a) a partner with a difficult financial situation
 - b) government networks
 - c) partner organizations involved in large scale projects
-
- a) Since starting in the year 1992, ICDP has provided training to many partner organizations with difficult economic situations and in such cases the PO was made exempt from paying ICDP any contribution for the use of the ICDP methodology. In addition, whenever possible, ICDP offered assistance to the PO through fundraising efforts.
 - b) In many countries ICDP has been cooperating with government networks such as social services, health, education, child protection etc. The ICDP agreement is modified depending on the specific situation in a country and the financial means available for ICDP implementation.
 - c) ICDP is sometimes implemented on a large scale, usually as a result of an established cooperation with several local partners. The role of each partner organization and their financial contribution is then specified by the project steering group and the ICDP agreement adjusted to the specific project requirements.

III ICDP AGREEMENT WITH FACILITATORS

Agreement for co-operation with ICDP qualified **facilitators**

Agreement between ICDP

And

ICDP Facilitator.....

The purpose of this agreement is to maintain, monitor and support the philosophy and quality of ICDP work for the development of children and families around the world.

- ❖ Facilitator can use the name and the content of the ICDP programme to work directly with caregivers / children, but is not entitled to train other facilitators for certification.
- ❖ Facilitator will use the ICDP guidelines and materials as agreed with the ICDP trainer, respecting ICDP policies and procedures, including the ICDP code of conduct, child protection and PSEA policies. The failure to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this cooperative arrangement.
- ❖ Facilitator commits to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA.
- ❖ ICDP should be kept informed about the facilitator's work with the ICDP by sending information about future plans and reports about the use of the ICDP methodology.
- ❖ Facilitator has the right to incorporate new developments of the ICDP programme in her/his work, as agreed with ICDP.
- ❖ ICDP trainer will offer supervision, educational and moral support for the work in the field, as agreed.

Signed by:

.....
On behalf of ICDP

.....
Facilitator

Date:

Place:

IV ICDP AGREEMENT WITH TRAINERS

Agreement for co-operation with ICDP qualified **trainers**

Agreement between ICDP

And

ICDP Trainer.....

The purpose of this agreement is to maintain, monitor and support the philosophy and quality of our work for the development of children and families around the world.

- ❖ A trainer is entitled to train new facilitators for certification by ICDP.
- ❖ Trainer will train new facilitators in accordance with ICDP Training and policies & procedures, including the ICDP code of conduct, child protection and PSEA policies.
- ❖ Trainer commits to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA. The failure to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this cooperative arrangement.
- ❖ A trainer is accredited in accordance to ICDP training procedures to train only in (specify country), the country of accreditation.
- ❖ A trainer is accredited to train within, the institution he/she is working in.
- ❖ A trainer needs to inform ICDP of any intentions to carry out training outside his/her institution, to establish terms.
- ❖ The holders of intellectual property rights of this programme do not allow PO to use the programme for commercial purposes.
- ❖ A trainer is responsible for the quality of training making sure that the overall standards of the programme are implemented and sustained.
- ❖ Trainer shall provide an annual narrative and financial report of the ICDP activities by 1st of February, (including numbers and gender of trained caregivers/parents and facilitators) and inform ICDP of any planned future training initiatives/projects, using the ICDP name and its programme.
- ❖ In addition to the yearly report, PO will send information once a year, by 31st of October, to ICDP International for free use in ICDP Newsletter and ICDP shall be entitled to publish such information at its discretion.
- ❖ Trainers will respect the ICDP copyright and other intellectual property rights in its name, logo, materials, audio-visuals materials and methodology, and any adapted versions or translations. Financial terms and conditions for their use by the trainer in new projects will be agreed with ICDP. The ICDP logo will be used according to provided instructions for its use.

V ICDP AGREEMENT WITH INTERNATIONAL TRAINERS

Agreement for co-operation with ICDP qualified **international trainers**

Agreement between ICDP

And

ICDP International Trainer.....

The purpose of this agreement is to maintain, monitor and support the philosophy and quality of our work for the development of children and families around the world.

ICDP trainers who have possibilities of working outside their own countries should contact ICDP. ICDP would then enter into direct dialogue with the trainer to find out in more detail about their intended initiative.

Each case is carefully examined for suitability and with the intention of working out together the best possible way forward.

ICDP will provide guidance about the requirements and pre-implementation procedure which need to be in place before going into a new country. The particular situation of the country in question will be taken into account.

ICDP may already be established in the country in question, in which case ICDP may be able to provide contact details of existing ICDP teams. Cooperation with those teams would be encouraged.

ICDP provides guidance concerning writing of international project proposals and action plans with budgets, which would need to be in place before embarking on any initiative.

When possible, ICDP training project should include in the budget a % as a contribution to go to ICDP. The ICDP board has decided upon the contribution policy as a requirement in order to sustain and expand the work of ICDP and thus continue to keep Karsten Hundeide's legacy alive.

There are a number of topics, as well as policies and procedures regarding international work which would need to be discussed and agreed upon with the trainer before embarking on international work. These include the ICDP code of conduct, child protection and PSEA policies and procedures. ICDP international trainers has to commit to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA. The failure to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this cooperative arrangement.

After putting everything into place, an agreement for cooperation is established between the trainer and ICDP, specifying the tasks in accordance with the established project proposal, action plan and budget.

Signed:.....

On behalf of ICDP

.....

International Trainer

Date:

Place: