

# Service Agreement

This agreement is effective from 19<sup>th</sup> June 2025 until 31<sup>st</sup> December 2028 and is between:

invest in play Ltd, Adamson House, Wilmslow Road, Manchester, M20 2YY and

Social Insurance Board, <u>Paldiski mnt 80, 15092 Tallinn</u>, hereafter referred to as the **Client**.

invest in play Ltd and the Client hereinafter collectively referred to as the Parties.

### 1 Scope of Agreement and Services

The Services agreed in Appendix A, along with the stipulations detailed below, will be binding on receipt of a signed copy of this agreement. A signature for all **Parties** is required for this document.

### 2 Changes to this Agreement

Changes to this agreement are not binding unless made in writing and signed by both **Parties**.

### 3 Engagement of third parties outside of this agreement

The **Clients** guarantee that all obligations agreed in this document shall also be imposed on all the **Clients**' agents and undertakes that all activities of those agents shall be the **Clients**' sole responsibility as if the **Clients** had performed the activities themself.

### 4 Compliance

The **Parties** shall observe all applicable law when fulfilling their obligations under this Agreement. invest in play® (iiP) will observe their National Child Protection Policy and the **Clients** will observe all national and local laws applicable within Estonia when fulling obligations under this agreement.

### 5 Pricing









All costs are outlined in Appendix A.

### 6 Confidentiality

Confidential Information means any commercial, financial, technical and operational information and know-how and any other information not generally known or reasonably ascertainable. Under the terms of this agreement and in fulfilling the deliverables/end product, neither party shall make use of or disclose to any third party any Confidential Information received from or in respect of the other Party.

The provisions of this Clause apply during the term of this agreement and for a period of 3 years after. This will not be binding in the case of any of the following:

- A) After it becomes publicly available, and this is not at the fault of the receiving **Party**;
- B) Which was rightfully in the receiving **Party's** possession before disclosure by the other **Party**.
- C) Which is rightfully obtained by the receiving **Party** from third parties who are not subject to a confidentiality obligation or;
- D) Which is independently developed by or for the receiving **Party** without use of Confidential Information.

### 7 Intellectual Property Rights

The Client will:

- Respect iiP Intellectual Property Rights (IPR). IPR in the Platform, Platform Materials and our Services and any other related information or materials (materials) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent. You will not under these terms acquire Intellectual Property Rights in any of our IP.
- Review, uphold and be familiar with the iiP Terms and Conditions posted on the iiP website.

The **Client** warrants that the use of the deliverables does not infringe on any unauthorised privacy, publicity, reputation or IPR of a third party.

The **Client** has permission from invest in play Ltd to reproduce the invest in play® trainer videos in Estonian language. Intellectual copyright shall remain with iiP.



### 8 Indemnification

The **Client** shall defend, indemnify and hold invest in play Ltd harmless from all claims, losses, liabilities, damages, costs and expenses (including all legal costs and expert witness fees) suffered by reason of any third-party claim in relation to loss of property/belongings, injury or harm sustained in delivery of the iiP training/consultation.

If the **Client** receives a complaint from a third-party that the invest in play curriculum infringes on that party's protected interest, the **Client** will turn that complaint over to invest in play to handle.

### 9 Force Majeure

Either Party is entitled to suspend their obligations under this Agreement if such obligations are impeded due to force majeure, meaning any extraordinary circumstances beyond the reasonable control of such **Party**, such as war, terrorism, earthquakes, volcanic eruptions, lightning, storms, hurricanes, cloudbursts, fire, explosions, failure of public services, epidemics, pandemics, shortage of energy or strike.

The following provisions shall, however, survive the Term and termination of this Agreement, for whatever reason: Clause 6 (Confidentiality), Clause 7 (Intellectual Property Rights) and any other provision of this Agreement that, according to its nature, shall continue to apply also after the termination of this Agreement.

#### 10 Notices

Any notices between the **Parties** concerning matters arising out of this Agreement shall be sent by email to the following email addresses or such other email addresses as may subsequently be notified by a Party to the other Party in accordance with this clause.

To: invest in play Ltd, Caroline White, Adamson House, Wilmslow Road, Manchester, M20 2YY, Email: cw@investinplay.com

with a copy to Maxine Crawley, invest in play Ltd, Adamson House, Wilmslow Road, Manchester, M20 2YY, Email: mc@investinplay.com

To: The Client:

Social Insurance Board, Paldiski mnt 80, 15092 Tallinn, Estonia, info@sotsiaalkindlustusamet.ee



# Appendix A

# Co-Creation Process and Estimated Costs for Core Parent Programme and ADHD Module

invest in play® (iiP) combines a standardised, manualised, evidence-based intervention framework with a co-creation process that ensures culturally relevant material that is tailored to fit the countries or communities where it is delivered. Below are the steps and costs to co-create the iiP Core Parent Programme in your country or community.

Step	Process if all a moltoplicio de il brieggue	Estimated Costs
Video	Identify and hire a local videographer:	£6,000-12,000
Co-	Available for 8-10 days of filming	(will depend on local
Creation	(12-14 hours per day).	rates and paid by the
	Flexible and willing to take direction.	Client)
	Comfortable working in families'	
	homes and with children.	
	Able to edit video clips between	
	filming sessions (same day) on a	no one diddit chapter
	laptop. Its lamba en la la celo elacio	of an energy loss sources for
	Speak the language of the families	
	in the videos and English fluently.	0 Notices
	Provide 2 Hard Drives (iiP specified)	of neowied recilien vo
	for all edited films ready to take	forme od they no for
	away at the end of filming.	Max gard to sesseble
	Families for videos:	£50-100 per family
	Select 8-10 families with children in	(it is typical to
	the 2-12 year old age range.	provide a small gift
	Inloude children with ADHD or	for the child. Some
	exhibiting ADHD traits for ADHD	sites also provide a
	Module.	gift card or small
	Work with iiP to create a filming	compensation to
	schedule.	parents). To be paid
	Obtain written parental consent	by the Client.
	from all parents.	2, 110 <b>310111</b> .



•	Prepare families for filming: explain	
	process and show them the English	
	versions of the video clips they will	
	be filming.	

- Purchase small gifts for families/children.
- As needed, provide a meal or snacks for family (if filming during meal time)

£Free-1000 per day (varies depending on number of people involved and local costs of food and transportation, and interpretation costs). To be paid by the **Client**.

### Filming Support:

- Identify a bilingual point-person who knows the families and will be present at all filming and video editing.
- Provide a professional translator during filming and video editing sessions.
- Provide logistical support to iiP and videographer: transportation, food, and other support as needed.
- Book an Airbnb that is located near filming locations and that has space for video editing.

Pay all iiP expenses for 2 programme developers (please note that iiP programme developer time is donated free of charge)

- Airfare, hotel, transportation, meals,
   and other expenses.
  - Identify a local content expert: bilingual person with expertise in child development, parenting, and early intervention.
  - Content expert meet with iiP to develop a translation dictionary of key concepts.

£6,000 Paid directly to iiP.

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### £4000-6000 (depends on local rates for professional translation services). To be paid by the **Client**.

Translation

of Written

Material

(Parent

**Parent** 

Book,

Workbook.

		1
Facilitator	Hire a professional translator who	
Guide,	will use translation dictionary to	cab lio
Session	create draft translation.	1 Sangar   10
Guide,	Content expert: proofreads draft	
ADHD	translation, checking for meaning	CONTRACTOR OF THE PARTY OF THE
Parent	and for consistency of language	
Guide,	(refer to translation dictionary). This	
ADHD	draft must be as close to perfect as	sison
Psych-	possible.	0.000
educational	<ul> <li>Final proof read by content expert:</li> </ul>	THE REPORT OF THE PARTY OF THE
Videos )		
	final read-through after text is	
<00	branded.	regauž palmiri
1 W 000	Branding and Graphic Design	£16,000
903	Once local content expert has	
100.0	finalised the translated documents,	Paid directly to iiP.
25	iiP graphic designers will format the	phi in
(=15	documents into the branded	Maria L
	versions.	<u>Samuelo</u>
(IVERS)	<ul> <li>One round of proof reading and</li> </ul>	www.
	corrections is allowed after	blood +
	branding.	CONTRACTOR OF THE PARTY OF THE

# Appendix B Training Costs

Service to be carried out /	Pilot:
deliverables by invest in play Ltd	Train 15 facilitators in Core Parent Programme to Level 4 Fidelity Facilitators. This includes:
Em laste of Jacob as the Control	<ul> <li>Access to programme videos and materials, workbook, session guide, facilitator manual.</li> <li>3-day training.</li> <li>2 half-day masterclasses.</li> <li>3 half-day supervisions.</li> </ul>
	Cost = £28,050



### Train 15 facilitators in ADHD Module. This includes:

- Access to ADHD programme videos and materials, parent guide, psychoeducational videos.
- 1-day training.

Cost = £5,000

Expenses = £3,000

### Cohort 1:

Train 20 facilitators in Core Parent Programme to Level 4 Fidelity
Facilitators. This includes:

- Access to programme videos and materials, workbook, session guide, facilitator manual.
- 3-day training.
- 2 half-day masterclasses.
- 3 half-day supervisions.

Cost = £34,500

### Train 20 facilitators in ADHD Module. This includes:

- Access to ADHD programme videos and materials, parent guide, psychoeducational videos.
- 1-day training.

Cost = £5,000

Expenses = £3,000

Train 3 Supervisors Level 5

Cost = £5,400

Expenses = £2,000

## Cohort 2: Subside CHOA in providing to the in

Train 20 facilitators in Core Parent Programme to Level 4 Fidelity Facilitators. This includes:

- Access to programme videos and materials, workbook, session guide, facilitator manual.
- 3-day training.



- 2 half-day masterclasses.
- 3 half-day supervisions.

Cost = £35,000

Train 20 facilitators in ADHD Module. This includes:

- Access to ADHD programme videos and materials, parent guide, psychoeducational videos.
- 1-day training.

Cost = £5,000

Expenses = £3,000

Train 3 Supervisors Level 5

Cost = £5,400

Train 1 Trainer Level 6

Cost = £1,800

Expenses = £2,000

### Cohort 3:

Train 20 facilitators in Core Parent Programme to Level 4 Fidelity Facilitators. This includes:

- Access to programme videos and materials, workbook, session guide, facilitator manual.
- 3-day training.
- 2 half-day masterclasses.
- 3 half-day supervisions.

Cost = £35,500

Train 20 facilitators in ADHD Module. This includes:

- Access to ADHD programme videos and materials, parent guide, psychoeducational videos.
- 1-day training.

Cost = £5,000



	Expenses £3,000	
	Train 2 Supervisors Level 5	
	Cost = £3,600	
	Train 1 Trainer Level 6	
	Cost = £1,800	
	Expenses = £2,000	
Parent Book & Licence Fees	invest in play will set up a contract with a local printer in Estonia.  The <b>Client</b> will pay for all printing costs <b>plus £4 per book</b> paid directly to invest in play.	
pelmb YYg	Please note: Parent book fees will be charged at £4 per book printed and once the Client has a trainer they must pay £550 for each person they train.	
	The <b>Client</b> is responsible for the payment of videographers, translators, provision of venues and food and local transportation, when supporting the deliverables outlined in this contract and any other reasonable costs.	
Payment Schedule	All invoices will be paid by the Social Insurance Board, Paldiski mn 80, 15092 Tallinn, Estonia. All dates to be agreed. Invoices will be submitted immediately after delivery and paid within two weeks of submission.  Co-creation: £22,000 GBP	
	Pilot training: £36,050 GBP	
	Cohort 1 Training: £42,500 GBP	
	Supervisor Training: £7,400 GBP	
	Cohort 2 Training: £43,000 GBP	
	Supervisor and Trainer Training: £9,200 GBP	
	Cohort 3 Training: £43,500 GBP	
	Supervisor and Trainer Training: £7,400 GBP	



Total = £211,050 GBP **Authorised signatures:** Caroling Mito Date: 15 Name: Caroline White Position: Director invest in play® invest in play Ltd, Adamson House, Wilmslow Road, Manchester, M20 2YY, United Kingdom Email address: cw@investinplay.com Signed: Client name: Maret Maripuu Client position: director general of the Social Insurance Board Client address: Paldiski mnt 80, 15092 Tallinn, Estonia Client email address: info@sotsiaalkindlustusamet.ee

