



# The Incredible Years®

18 November 2024

The Social Insurance Board  
Paldiski mnt 8o  
15092 Tallinn, Estonia

Re: **Training Agreement**

Once fully executed, this Training Agreement and its attachment (collectively the "Agreement") are effective the last date of signature below.

The Incredible Years, Inc. (a Washington State, USA corporation; "Incredible Years") agrees to provide training, consultation, and certification supervision to **The Social Insurance Board** ("Agency") in the Incredible Years® program. This includes the services of an accredited and authorized trainer, training materials for copying (link from website), and certificates of attendance for all participants, including listing in our Database as having received the Authorized training. This training equips participants to use the Incredible Years materials within their agency and/or grant project, but does not authorize them to train others in how to deliver the programs. The training does **NOT** include copies of Incredible Years® program curricula materials (leader manual/videos, etc.) for delivering the programs.

Agency agrees to organize workshop logistics including, but not limited to: securing and preparing an appropriate venue, translators as needed, printing and preparing participant materials, collecting and providing the Incredible Years Inc. with participant registration forms and attendance information. All DVD materials and written handouts and books involved in these workshops are © The Incredible Years, Inc., all rights reserved. The Incredible Years® and all related trademarks are owned by Incredible Years. Limited use of trademarks and copyright materials is by license from The Incredible Years, Inc. This agreement provides license only to copy the written handouts for use by participants in the training workshop.

Incredible Years at its sole discretion may provide media kits to Agency solely for marketing, advertising, promoting or use for the Group Leader Training.

The training is scheduled for: **2025, Dates TBD**

**AGENCY agrees to pay for trainer fees and travel expenses on Annex 1 of agreement**

**AGENCY agrees to pay for Incredible Years program curricula materials (leader manual/videos, etc.) for delivering the programs, Quantity TBD, as priced on Annex 1 of agreement**

Any additional expenses will be agreed upon in advance of the training if needed. We will bill for the actual travel expenses after the training is complete.

3240 B Street NW, Suite D  
Auburn, WA 98001 USA

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## **Handouts and Books Needed:**

Workshop handouts will be provided in digital form (link from website) for agency to copy for participants. For School Age Trainings, group leaders are required to have (or have ready access to) these books:

- *The Incredible Years: A Troubleshooting Guide for Parents of Children Aged 3-8 Years*
- *Collaborating with Parents to Reduce Children's Behavior Problems: A Book for Therapists Using the Incredible Years Programs*

The training does **NOT** include copies of Incredible Years® program curricula materials (leader's manual/videos, etc.) for delivering the programs with parents. Incredible Years® program curricula materials (leader's manual/videos, etc.) are priced and purchased separately, as per Annex 1 of this agreement.

**Agency agrees to sign and return this agreement prior to sixty (60) days before the start date of the training, and if it is not returned the reserved dates may be offered to another agency.**

## Cancellation Policy:

IF AGENCY CANCELS training after costs have already been incurred (for example only and not by way of limitations, the purchase of airfare or lodging by trainers) and such costs cannot be canceled, AGENCY shall reimburse such costs. IF AGENCY CANCELS due to weather: If the trainer arrives on time and the agency cancels any part of the training due to weather or some other circumstance then the agency is responsible for paying the trainer's time as scheduled. If a second trip is needed to complete the training, then the agency is responsible for the travel expenses and portion of training completed during the second trip.

IF FLIGHTS ARE DELAYED but the trainer still makes it to the agency site, Incredible Years Inc. will determine if the training can be completed once the trainer arrives, within the same trip. If the training can be completed within the originally scheduled time, the costs to the Agency are the same as original training would have been.

IF FLIGHTS ARE CANCELED and the trainer has not started travel or does not make it to the Agency at all, then Agency owes nothing at that time. Incredible Years, Inc. will reschedule to a new, mutually agreed upon time and Agency would be invoiced for the rescheduled training after it occurs.

IF TRAINER CANCELS due to illness or family emergency, Incredible Years, Inc. will work with the Agency to reschedule the training for a new, mutually agreed upon time. Agency is not responsible for the trainer's travel expenses or trainer fees for the canceled training.

**NO RECORDING PERMITTED.** AGENCY agrees not to record (sound or image) any of the trainers or training materials or sessions.

AGENCY further agrees to limit the number of participants to not more than twenty-five (25) people, unless it is specifically agreed between the trainer and the agency that there may be more.

Payment is due four weeks prior to start date of the first date of training unless an approved Purchase Order is provided to Incredible Years, Inc. If an approved Purchase Order is provided, Incredible Years, Inc, will bill for all services at time of completion.

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Agency agrees that if it cancels its planned use of the contracted service dates, the following charges are due:

From contract signature date: reimburse trainer for any non-refundable travel expenses, \$0.00 trainer fees due.

After four weeks prior to start date: 70% of contract value due.

Agency must return a signed copy of this Agreement before Incredible Years and a trainer will be committed to holding this training time, and only if the return of a signed Agreement is made sufficiently in advance of the planned training dates.

AGREED:

Agency Representative

Printed Name: *Maura Mearns*

Title: *Director Annual*

Date signed: *02.01.2025*

Incredible Years Representative

Printed Name: Lisa Wallace-Gloria

Title: Implementation Manager

Date signed: *23 January 2025*

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**The  
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ATTACHMENT 1

GENERAL TERMS AND CONDITIONS

1. LIMITED WARRANTIES; LIMITATIONS OF LIABILITY AND REMEDIES.

a. LIMITED WARRANTIES OF PROPRIETOR. To its actual knowledge or reasonable notice, PROPRIETOR covenants, warrants and represents to AGENCY that PROPRIETOR has the right and authority to enter into the AGREEMENT, subject to AGENCY complying with the terms and conditions of the AGREEMENT.

b. NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY STATED IN SECTION 1.a ABOVE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, PROPRIETOR DOES NOT MAKE AND HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND/OR INDEMNITIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RESULTS, LACK OF NEGLIGENCE, OR ANY THING ELSE, AND AGENCY REPRESENTS, WARRANTS AND COVENANTS THAT AGENCY ACCEPTS THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, INCLUDING THIS SECTION 1 AND ITS SUBSECTIONS.

c. LIMITED WARRANTIES OF AGENCY. AGENCY covenants, warrants and represents to PROPRIETOR that AGENCY has the right and authority to enter into the AGREEMENT and the person signing on behalf of AGENCY has the power and authority to sign the AGREEMENT on behalf of AGENCY; and with respect to AGENCY's exercise of its rights and/or the performance of its obligations under the AGREEMENT, AGENCY will observe the copyrights and trademarks of PUBLISHER.

d. LIMITATIONS OF LIABILITY AND REMEDIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, UNDER NO CIRCUMSTANCES SHALL PROPRIETOR OR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO AGENCY OR ANY OF AGENCY'S DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES, FOR ANY SPECIFIC PERFORMANCE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, TREBLE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT, OR FOR ANY DAMAGES FOR LOSS OF GOODWILL OR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE OR IMPAIRMENT OF BUSINESS, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSSES WHATSOEVER, EVEN IF A PARTY OR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT THE AGREEMENT FAILS IN ITS ESSENTIAL PURPOSE. IN NO CASE SHALL PROPRIETOR AND ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES IN THE AGGREGATE HAVE ANY POTENTIAL OR ACTUAL LIABILITY TO AGENCY FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT OR GENERAL DAMAGES) ARISING FROM THE AGREEMENT THAT IN TOTAL EXCEED THE AMOUNTS PAID TO PROPRIETOR BY AGENCY.

e. NOTHING IN THE FOREGOING SHALL BE DEEMED TO EXCLUDE, RESTRICT OR LIMIT IN ANY MANNER THE LIABILITY, IF ANY, OF AGENCY OR ANY OTHER PERSON FOR ANY INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF ANY OF PROPRIETOR'S COPYRIGHTS OR TRADEMARKS IPR OR CONFIDENTIAL INFORMATION.

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2. PROPRIETARY RIGHTS. No title to or ownership of any of the copyrights or trademarks in the licensed materials from PROPRIETOR are transferred to AGENCY hereunder. AGENCY recognizes and acknowledges the exclusive right of PROPRIETOR in and to PROPRIETOR's copyrights and trademarks.

3. DISPUTES; ARBITRATION; GOVERNING LAW; ATTORNEY FEES.

a. Notwithstanding any potential conflicts of laws, the parties agree that in any dispute arising from the AGREEMENT, the laws of the State of Washington, United States of America, and the United States federal laws with respect to copyrights or trademarks that preempt state laws shall apply, to the fullest extent possible. If AGENCY's site for training is in a country other than the United States, the parties agree that to the fullest extent possible, all laws of such other country will be construed in favor of the terms and conditions set forth in the AGREEMENT and as closely as possible to the laws of the State of Washington and to such United States federal laws.

b. Each of the parties agrees that any dispute regarding, relating to, or arising from the AGREEMENT shall be determined in accordance with the expedited Commercial Arbitration Rules of the American Arbitration Association ("AAA") before a single arbitrator mutually selected by the parties. The award of the arbitrator shall be final and binding on the parties. Arbitration shall take place in Seattle, Washington, USA. English shall be used in arbitration. The parties further agree that the AAA shall not administer the arbitration so that the parties will not have to incur administration and other fees of the AAA. The parties further agree that no party shall call as a witness any attorney of the other party who may have engaged or who participated in any negotiations or drafting of the Agreement.

c. The prevailing party may seek to enforce a final arbitration award in any and all courts or forums that have jurisdiction over the losing party. Any award of the arbitrators shall be enforceable by any court having jurisdiction over the party against which the award has been rendered or wherever its assets can be located and shall be enforceable in accordance with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). As to any country that is not a signatory to the New York Convention, the parties agree that in any non-signatory country, they shall jointly ask the courts in any such country to enforce this Section 8 and other terms and conditions of the AGREEMENT.

d. Notwithstanding the foregoing paragraphs, PROPRIETOR at its option may also seek to enforce the AGREEMENT in any court having jurisdiction over AGENCY for any restraining order, injunctive or equitable relief necessary (i) to protect PROPRIETOR's copyrights or trademarks during the pendency of any arbitration proceedings or (ii) to enforce the arbitration terms and conditions of this Section 3 and the AGREEMENT.

4. MISCELLANEOUS.

a. Entire Agreement; Amendment. The AGREEMENT (including this Attachment 1) constitutes the entire agreement between the parties and hereby supersedes any and all oral or other agreements, statements, presentations, and/or negotiations that may be not expressly incorporated in the AGREEMENT. Any purchase order from AGENCY shall not supersede, expand or otherwise amend the AGREEMENT and if there is any inconsistency between a term and condition of such Purchase Order and a term or condition of the AGREEMENT, the term or condition of the AGREEMENT shall prevail. The AGREEMENT may not be modified or amended except by an instrument in writing signed by the parties hereto.

b. Invalidity/Unenforceability/Waiver; Savings Clause. The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair the validity or enforceability of any other provision hereof. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the party against whom enforcement is sought. If any provision of the AGREEMENT

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shall be held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed liberally in order to carry out the intent of the parties hereto as nearly as may be possible, and any court or arbitrator having jurisdiction over such matters shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable laws so as to be closest to the interpretation of the AGREEMENT under the laws of the State of Washington.

c. Assignment. AGENCY may not assign the AGREEMENT or any of its rights, duties, or obligations hereunder to any third party without the prior express written consent of the PROPRIETOR, which consent may be granted or denied in the reasonable discretion of PROPRIETOR.

d. Force Majeure. Time periods for either party's performance under any provisions of the AGREEMENT shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, trainer illness, cancelled or delayed plane flights, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, acts of terrorism, war or other strife.

e. Notices. Any notice required or permitted to be given hereunder shall be in writing, and shall be given by certified mail, return receipt requested, by courier or by personal delivery addressed as set forth earlier at the beginning of the AGREEMENT or, if different, as set forth in the signature blocks at the end of the AGREEMENT. If any notice address is later changed, the party changing the address must provide notice in writing of any such change to the other party. For purpose of the preceding sentence, such notice may be made by email so long as the party receiving notice affirmative acknowledges receipt of such notice.

f. Interpretation; English. The AGREEMENT and exhibits shall be interpreted without regard to any rule disfavoring the party who drafted any specific term, condition or language. English shall be used in all communications between the parties and interpretation of the AGREEMENT shall be based on the English language.

g. Additional Warranty as to Authority. Each person signing the AGREEMENT in a representative capacity represents and warrants that he or she has full power and authority to bind the party on whose behalf he or she signs.

h. No rights of third parties. A Person who is not a party to the AGREEMENT shall have no right to enforce any term of the AGREEMENT, regardless of whether such Person has been identified by name, as a member of a class or as answering a particular description.

i. Counterparts. The AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart original signature shall be deemed to be an original and shall have the same effect and validity as an original signature. An electronic copy or image of a counterpart original signature shall also be deemed to be an original with the same effect and validity of an original signature.

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**Incredible Years Training and Program Curricula Materials Pricing 2025**

**Annex 1**

Name of the Contracting Authority: The Incredible Years, Inc.

**This pricing shall be in effect 1 January 2025 – 31 December 2025**

| No | Content. Services.   | Unit description   | Price per one unit, \$                             | Max number of the units | Total SUM for the max number of the units | Explanations<br>(any additional cost must be marked out, also the percentage of the discount if provided)              |
|----|--|--------------------|--|-------------------------|---|--|
|    | <b>1 Basic training (in-person) fee</b><br>Fee per-participant for authorized Estonian mentor to deliver the Preschool Basic Parent program group leaders (up to 25 group leaders in one group)                          | 1 group leader     | 30.00*- tax additional (10% per annex agreement)   |                         |   |  |
|    | <b>1 Advance training (in-person) in English</b> given by mentor or trainer, assigned by the IY, for the Advance Parent program group leaders (up to 25 group leaders). *training delivered over 2 full days (in person) | 1 training day     | 2100.00*- tax additional (10% per annex agreement) |                         |   | 2100.00 travel time charge, plus travel costs (airfare, hotel, meals, etc.) - tax additional (10% per annex agreement) |
|    | <b>1 Web based Advance Training training</b> in English given by mentor or trainer, assigned by the IY, for the Advance Parent program group leaders (up to 15 group leaders). *delivered over 4 to 5 training sessions  | 1 training session | 1575.00*- tax additional (10% per annex agreement) |                         |   |  |
|    | <b>3 Peer coach training (in person)</b> in English given by mentor or trainer, assigned by the IY, for the Preschool Basic Parent program peer coach candidates (up to 12 group leaders in one group) * 3 days          | 1 training day     | 2100.00*- tax additional (10% per annex agreement) |                         |   | 2100.00 travel time charge, plus travel costs (airfare, hotel, meals, etc.) - tax additional (10% per annex agreement) |

*Mant Omary*

|    |   |                                  |   |  |  |  |
|----|---|----------------------------------|---|--|--|--|
|    | <b>3 Web Peer coach trainings</b> in English given by mentor or trainer, assigned by the IY, for the <i>Preschool Basic Parent</i> program group leaders (up to 8 group leaders in one group) *delivered over 3 to 4 online sessions  | 1 training session               | 1575.00*- tax additional (10% per annex agreement)  |  |  |  |
| 2. | <b>Consultation (in person)</b> in English given by mentor or trainer, assigned by the IY, for the <i>Preschool Basic Parent</i> or <i>Advance Parent</i> program group leaders, on scheduled dates.  | 1 consultation day               | 2100.00* - tax additional (10% per annex agreement) |  |  | 2100.00 travel time charge, plus travel costs (airfare, hotel, meals, etc.) - tax additional (10% per annex agreement) |
|    | <b>Web consultation</b> in English given by mentor or trainer, assigned by the IY, for <i>Preschool Basic Parent</i> or <i>Advance Parent</i> program group leaders, delivered over 3 hours per session for both programs, on scheduled times. (up to 8 group leaders in one group) | 1 consultation session (3 hours) | 1050.00* - tax additional (10% per annex agreement) |  |  |  |
| 3. | A <b>certification</b> given by mentor or trainer, assigned by the IY, for the <i>Preschool Basic Parent</i> program group leaders working in Estonia. *Includes 2 group leader video reviews per applicant, done in person, via post or web.                                       | 1 group leader                   | 920.00* - tax additional (10% per annex agreement)  |  |  |  |
|    |   |                                  |   |  |  |  |

*Maria Mearny*

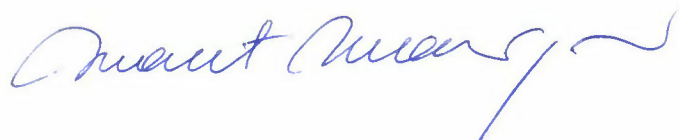
| No | Content. Program materials.  | Unit description  | Price per one unit, \$ | Max number of the units | Total SUM for the max number of the units | Explanations<br>(any additional cost must be marked out, also the percentage of the discount if provided) |
|----|--|---|------------------------|-------------------------|---|---|
| 4. | Additional order of the IY program <i>Preschool Basic Parent</i> materials in Estonian | 1 kit consist of:<br>a) Manuals for group leaders<br>b) Pyramid posters of the program<br>c) DVDs with Estonian subtitles   | \$2000                 |                         |   | Regular 2024 price is \$2000, With a 25% discount price is \$1500.  |
| 5. | Additional order of the IY program <i>Preschool Basic Parent</i> materials in Russian  | 1 kit consist of:<br>a) Manuals for group leaders<br>b) Pyramid posters of the program<br>c) DVDs with Russian subtitles    | \$2000                 |                         |   |   |
| 6. | Order of IY program Advanced Parent Materials.   | 1 kit consist of:<br>a) Manual for group leaders.<br>b) Pyramid posters of the program<br>c) DVD's with Estonian subtitles. | \$1270                 |                         |   | Regular 2024 price is \$1270. Qualifies for a 25% discount price is \$952.50.                             |
| 7. | Separate materials from the kit:<br>a) Pyramid posters of the program                  | a) Pyramid posters of the program   | \$18.00                |                         |   |   |
| 8. | Basic Program Parent books in Russian  |   | \$19.99                |                         |   |   |

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\* Prices marked “\*” are in force for one year from 1st of January 2025 to 31st of December 2025. Each subsequent year, IY Inc. has the right for price increases once a year up to the max amount stated in Annex 1, giving NIHD at least 1 month notice about the increase in prices with the list of updated prices.

\*\* Services include 10% tax per annex agreement

\*\*\* All in person trainings require adding in travel expenses and trainer travel day—half day travel within Europe, full day travel day for US trainers

A handwritten signature in blue ink, appearing to read "Amant Amant", with a decorative flourish at the end.