



The AIM Project

Copyright Licence

1. Parties to the Licence

Licensor

The AIM Project, a registered Charity, Charity number 1097853,
PO Box 778, Stockport SK4 9QQ, United Kingdom

Licensee

Social Insurance Board

Registration number: 70001975

Address: Paldiski mnt 80, 15092 Tallinn, Estonia

General Director: Maret Maripuu

Contact/responsible person: Counsellor (Children's House) Merit Korbe

2. Definitions

The following definitions and rules of interpretation apply in this Licence:

Copyright: all copyright and rights in the nature of copyright subsisting in the Publications in any part of the world to which the Licensor is, or may become, entitled;

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Licence: means this licence;

Publications: has the meaning set out at Clause 5.

3. Recitals

This Licence is formalising an arrangement between The AIM Project and Social Insurance Board and is unique to this relationship and should not be taken as a precedent for other potential licences, worldwide.

i) The Licensor owns the Intellectual Property Rights, including the Copyright to the Publications.

ii) The Licensee wishes to obtain a licence to translate several AIM publications into Estonian, as detailed in Clause 5 below.

iii) The Licensor wishes to licence the Copyright to the Licensee on the terms and conditions set out in this Licence.

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This Licensor hereby grants to the Licensee Social Insurance Board a non-exclusive licence to use the Copyright in the AIM Publications to do the acts as set out in clauses 5, 6, 7 and 8 of this Licence. For the avoidance of doubt, the Licensor can also use all Intellectual Property Rights relating to the Publication and can grant other licences to other third parties with regard to the Intellectual Property Rights.

The Licensee shall not grant sub-licences under this Licence.

The Licensee shall not assign, transfer, mortgage, charge, sub-license, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Licence.

The Licensee is restricted to using the Copyright for the translation of The AIM publications into Estonian as detailed in clauses 5,6,7 and 8 of this Licence.

5. Publications to be licenced

a) The following **Publications are** licenced for translation into Estonian for use on a non-profit making basis, within the terms and conditions of this Licence.

Once translated the copyright for the Estonian translation of this publication will remain the property of the AIM Project:

- AIM3 - Adolescent Assessment Model (Leonard and Hackett, 2019);
- AIM Assessment models for Children under 12 years old (Carson, 2019);
- AIM Restorative Practice and Harmful Sexual Behaviour (Mercer, 2019);

together the **Publications**.

6. Transfer of Information

The Publications will be shared by the AIM Project to Social Insurance Board in digital form for translation, and the translated copies must also be returned in digital form to The AIM Project for design and printing.

7. Use of the Publication

Translation

With this licence the AIM Project grants permission to Social Insurance Board to translate The AIM publications as detailed in Clause 5, into Estonian under the following conditions:

- For quality assurance purposes the translation should have three stages:
 - Translation of the books;

- Review of the translated content by an experienced practitioner in harmful sexual behaviours in Estonia to ensure that the content reflects the meaning of the original books (arranged by Social Insurance Board);
 - A copy of the translation will then be sent to Carol Carson, Director of the AIM Project with the same layout as the original documents, for her to quality assure it on behalf of the AIM Project. The translation will not be approved and cannot be used until agreed and signed off by Carol Carson, Director of the AIM Project.
- Approved translations must be returned to The AIM Project for design and printing to ensure that they have the AIM logo and have a front and back cover design identical to the AIM publications in the United Kingdom (UK). The translated Publications shall also display the EU Cohesion Policy Funds logo with the explanation “Translation funded by” on the back cover and the front page (the logo with design specifications is sent to The AIM Project with the translations). The front page of the book must contain the copyright information as per the original publication with the addition of the names of those responsible for both the costs and the actual translation.
 - The translations must keep the integrity of the original version including the layout of the pages, with any minor amendments/ adaptations being agreed in advance with Carol Carson, Director of The AIM Project. The amendments/ adaptations currently permitted are:
 - An adapted Foreword to the AIM publications to set the Estonian context;
 - To reflect, where relevant, the Estonian legislation, structures and policies, in place of UK legislation, structures and policies;
 - To address cultural and ethical differences between Estonia and the UK.
 - The Publications cannot be amended or adapted in any other way, without prior discussion and agreement with Carol Carson, Director of The AIM Project. This includes the work of other authors being incorporated into the publications. Use of Estonian research and references to illustrate the original AIM Project content, should be discussed and agreed in advance with Carol Carson, Director of The AIM Project.
 - The translated Publications cannot be incorporated into any other works by other authors, or within another intellectual property (IP). This does not limit citing the materials for non-commercial purposes provided that its extent does not exceed that is justified by the purpose of the work.
 - The copyright of the Estonian translation of each Publication will remain with the AIM Project.

8. Geographic area where this IP may be used

This IP comprised by this License can only be used by Social Insurance Board for the development of practice regarding harmful sexual behaviours in Estonia, through the translation of The AIM publications detailed in Clause 5.

Any requests from other countries for copies of the publications or training must be referred back to the AIM Project in the UK.

9. Life of the Licence

This licence will exist until the translations have been completed and accepted by Carol Carson, Director of the AIM Project and Estonian versions of these AIM publications have been created, the copyright will then belong to the AIM Project and Social Insurance Board will no longer have the right to make further translations and copies.

10. Termination

This Licence shall commence on the date of this Licence and shall continue, unless terminated earlier in accordance with this clause.

The Licensor shall have the right to terminate this Licence on giving the Licensee not less than 30 days written notice of termination.

Without affecting any other right or remedy available to it, the Licensor may terminate this Licence with immediate effect by giving written notice to the Licensee if they commit a breach of any term of this Licence which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

For the avoidance of doubt, if the Licensor terminates the Licence in accordance with this clause 10 for whatever reason, the Licensee's rights under this Licence shall be revoked.

11. Consequences of termination

On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence:

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- (b) the Licensee shall cease to make any use of the Copyright and the IP save as set out in this clause;
- (c) the Licensee shall return promptly to the Licensor at the Licensee's expense all records and copies of any information of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this Licence, to the extent such material remains confidential; and
- (d) within 60 days after the date of termination the Licensee shall promptly destroy or, if the Licensor shall so elect, deliver, at the Licensee's expense, to the Licensor or any other person designated by the Licensor, all copies of the Publications not used.

12. Confidentiality

All information from The AIM Project regarding the Publications, particularly the digital copy should remain confidential, i.e. it should not be shared with other people or organisations without prior written approval from The AIM Project.

For the avoidance of doubt, the confidentiality agreement does not apply to information regarding the fees and costs paid by Social Insurance Board to The AIM Project pursuant to Clause 13.

13. Fees

The AIM Project have agreed with Social Insurance Board, the Licensee, that the costs of translation of the AIM publications detailed in Clause 5, into Estonian will be met by Social Insurance Board. Due to the limited number of copies required and the intention by Social Insurance Board to provide the copies of the publications to practitioners in Estonia at no cost, The AIM Project will only charge a small fee for the use of the copyright and for the basic costs of printing and posting as previously agreed.

14. Service of Notices

Notices regarding this Licence should be served in writing through a letter attached to an email, to avoid crucial details getting lost in an email trail. The notice will have been deemed to have been served from when the email is sent and the 30-day time period stipulated in this Licence will run from that point.

15. Governing Law and Dispute Resolution

This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

The Parties agree that any dispute which may arise in connection with this agreement shall initially aim to be resolved by agreement. If a dispute cannot be resolved, then each party irrevocably agrees that the Courts of England and Wales, in accordance with the law of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.

This licence has been entered into on the date it has been signed by all parties to the Licence.

Signed

C A Carson

Carol Carson
Director, The AIM Project, UK

Date: 19th July 2023

Maret Maripuu

Maret Maripuu
General Director, Social Insurance Board, EST

Date: 28.08.2023

