

# 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, Paldiski mnt 80, 15092 Tallinn, 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 themselves.

## 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 fulfilling 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](mailto: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	Estimated Costs
Video Co-Creation	<b>Identify and hire a local videographer:</b> <ul style="list-style-type: none"> <li>Available for 8-10 days of filming (12-14 hours per day).</li> <li>Flexible and willing to take direction.</li> <li>Comfortable working in families' homes and with children.</li> <li>Able to edit video clips between filming sessions (same day) on a laptop.</li> <li>Speak the language of the families in the videos and English fluently.</li> <li>Provide 2 Hard Drives (iiP specified) for all edited films ready to take away at the end of filming.</li> </ul>	£6,000-12,000 (will depend on local rates and paid by the <b>Client</b> )
	<b>Families for videos:</b> <ul style="list-style-type: none"> <li>Select 8-10 families with children in the 2-12 year old age range. Include children with ADHD or exhibiting ADHD traits for ADHD Module.</li> <li>Work with iiP to create a filming schedule.</li> <li>Obtain written parental consent from all parents.</li> <li>Prepare families for filming: explain process and show them the English</li> </ul>	£50-100 per family (it is typical to provide a small gift for the child. Some sites also provide a gift card or small compensation to parents). To be paid by the <b>Client</b> .

	<p>versions of the video clips they will be filming.</p> <ul style="list-style-type: none"> <li>• Purchase small gifts for families/children.</li> <li>• As needed, provide a meal or snacks for family (if filming during meal time)</li> </ul>	
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	<p><b>Filming Support:</b></p> <ul style="list-style-type: none"> <li>• Identify a bilingual point-person who knows the families and will be present at all filming and video editing.</li> <li>• Provide a professional translator during filming and video editing sessions.</li> <li>• Provide logistical support to iiP and videographer: transportation, food, and other support as needed.</li> <li>• Book an Airbnb that is located near filming locations and that has space for video editing.</li> </ul>	<p>£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 <b>Client</b>.</p>
	<p><b>Pay all iiP expenses for 2 programme developers</b> (please note that iiP programme developer time is donated free of charge)</p> <ul style="list-style-type: none"> <li>• Airfare, hotel, transportation, meals, and other expenses.</li> </ul>	<p><b>£6,000</b> <b>Paid directly to iiP.</b></p>
<p><b>Translation of Written Material (Parent Workbook, Parent Book, Facilitator Guide, Session</b></p>	<ul style="list-style-type: none"> <li>• Identify a local content expert: bilingual person with expertise in child development, parenting, and early intervention.</li> <li>• Content expert meet with iiP to develop a translation dictionary of key concepts.</li> <li>• Hire a professional translator who will use translation dictionary to create draft translation.</li> </ul>	<p>£4000-6000 (depends on local rates for professional translation services). To be paid by the <b>Client</b>.</p>

<b>Guide, ADHD Parent Guide, ADHD Psych-educational Videos )</b>	<ul style="list-style-type: none"> <li>Content expert: proofreads draft translation, checking for meaning and for consistency of language (refer to translation dictionary). This draft must be as close to perfect as possible.</li> <li>Final proof read by content expert: final read-through after text is branded.</li> </ul>	
	<b>Branding and Graphic Design</b> <ul style="list-style-type: none"> <li>Once local content expert has finalised the translated documents, iiP graphic designers will format the documents into the branded versions.</li> <li>One round of proof reading and corrections is allowed after branding.</li> </ul>	<b>£16,000</b>  <b>Paid directly to iiP.</b>

## Appendix B

### Training Costs

Service to be carried out / deliverables by <b>invest in play Ltd</b>	<p><b>Pilot:</b></p> <p><b>Train 15 facilitators in Core Parent Programme to Level 4 Fidelity Facilitators.</b> This includes:</p> <ul style="list-style-type: none"> <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> <p><b>Cost = £28,050</b></p> <p><b>Train 15 facilitators in ADHD Module.</b> This includes:</p> <ul style="list-style-type: none"> <li>- Access to ADHD programme videos and materials, parent guide, psychoeducational videos.</li> <li>- 1-day training.</li> </ul>
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	<p><b>Cost = £5,000</b></p> <p><b>Expenses = £3,000</b></p> <p><b>Cohort 1:</b></p> <p><b>Train 20 facilitators in Core Parent Programme to Level 4 Fidelity Facilitators.</b> This includes:</p> <ul style="list-style-type: none"> <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> <p><b>Cost = £34,500</b></p> <p><b>Train 20 facilitators in ADHD Module.</b> This includes:</p> <ul style="list-style-type: none"> <li>- Access to ADHD programme videos and materials, parent guide, psychoeducational videos.</li> <li>- 1-day training.</li> </ul> <p><b>Cost = £5,000</b></p> <p><b>Expenses = £3,000</b></p> <p><b>Train 3 Supervisors Level 5</b></p> <p><b>Cost = £5,400</b></p> <p><b>Expenses = £2,000</b></p> <p><b>Cohort 2:</b></p> <p><b>Train 20 facilitators in Core Parent Programme to Level 4 Fidelity Facilitators.</b> This includes:</p> <ul style="list-style-type: none"> <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> <p><b>Cost = £35,000</b></p>
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**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**



	<p><b>Train 1 Trainer Level 6</b></p> <p><b>Cost = £1,800</b></p> <p><b>Expenses = £2,000</b></p>
Parent Book & Licence Fees	<p>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.</p> <p><b>Please note:</b> Parent book fees will be charged at <b>£4 per book</b> printed and once the Client has a trainer they must pay <b>£550 for each person they train.</b></p> <p>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.</p>
Payment Schedule	<p><b>All invoices will be paid by the Social Insurance Board, Paldiski mnt 80, 15092 Tallinn, Estonia. All dates to be agreed. Invoices will be submitted immediately after delivery and paid within two weeks of submission.</b></p> <p><b>Co-creation: £22,000 GBP</b></p> <p><b>Pilot training: £36,050 GBP</b></p> <p><b>Cohort 1 Training: £42,500 GBP</b></p> <p><b>Supervisor Training: £7,400 GBP</b></p> <p><b>Cohort 2 Training: £43,000 GBP</b></p> <p><b>Supervisor and Trainer Training: £9,200 GBP</b></p> <p><b>Cohort 3 Training: £43,500 GBP</b></p> <p><b>Supervisor and Trainer Training: £7,400 GBP</b></p> <p><b>Total = £211,050 GBP</b></p>

**Authorised signatures:**

Signed: *Caroline White*

Date: 27<sup>th</sup> June 2025

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:

Date:

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