

**Memorandum of Understanding
for the use of the International Development and Early Learning Assessment (IDELA)
between Save the Children Federation, Inc and
XX**

A. Purpose

This Memorandum of Understanding (MOU) is between Save the Children Federation, Inc. (SCUS) and XXX [insert collaborating entity] (collectively “Parties”). The purpose of this MOU is to lay out the parameters of the collaboration between the Parties around the use of the IDELA instrument, developed and owned by SCUS.

B. Background

Launched in 2014, IDELA is an easy-to-use, rigorous global assessment prototype that measures children’s early learning and development (motor development, early language and literacy, early numeracy/problem solving, socio-emotional skills, and approaches to learning). IDELA is a play based, 24-item, open source instrument that is easily translated, administered and adapted to different national and cultural contexts. The instrument was developed with an aim to support continuous program improvement, to increase accountability among ECCD initiatives globally, and to offer cohesive and ongoing data and evidence about children’s learning and development across countries, which in turn can help governments and global actors to bring successful ECCD programs to scale. IDELA was not developed as an individual diagnostic or screening tool and is not meant to be used for high stakes decision making around readiness for school. Rather, IDELA’s aim is to use evidence to promote best practice, inclusion and equity in ECCD provision. In brief IDELA:

- Provides countries’ education ministries and ECCD programs with clear evidence on the developmental status of children ages 3 to 6, possibly older depending on the context.
- Has been used and validated to date in 18 countries to successfully evaluate ECCD programs and provide reliable data and inform policy and advocacy.
- Evidence that IDELA generates on child outcomes can support continuous program improvement and can highlight the strengths and weaknesses of established ECCD programs.
- IDELA is able to capture age variation, equity, programmatic impact and quality across different interventions.

C. Goal of IDELA Collaboration

The aim of this collaboration is: to expand the evidence-base on ECCD through the use of IDELA around the globe and address the substantial gap in existing data on young children’s learning and development in low and middle income countries. IDELA makes it possible to have one simple tool to create comparable evidence across countries, programs and children across the world. This collaboration will contribute to the development of a knowledge portal that will not only help guide continuous improvement of IDELA (based on field experience of SC and partners) but will also serve as a repository of the evidence generated across partners that can be packaged and used by various ECCD advocates to increasing the demand ECCD programs and to improve policies and practice in early childhood development.

Towards this end, SCUS will collaborate with XX to implement IDELA in the geographical location(s) detailed in Annex A hereto.

Commented [PL1]: Annex A is to be written by the collaborating organization and should provide details of how they plan to use IDELA, including:
-Geographic area of focus
-Timeline
-Study design
-Number of children to be assessed
-Names of other organizations participating in the training

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D. Roles and Responsibilities of SCUS

1. SCUS agrees to support XX with the implementation of IDELA. SCUS will provide XX with the IDELA tool, associated manuals, materials, documentation as well as appropriate orientation to the IDELA toolkit. At XX request, SCUS can also provide XX with Technical Assistance (TA) to support IDELA training, in country adaptation, implementation, or data analysis.
2. In the event that SCUS provides such TA, XX will compensate SCUS for the cost of SCUS staff time and costs, including travel, pursuant to a separate written agreement.

E. Roles and Responsibilities of XX

1. XX agrees to adhere to the IDELA manuals and guidance documents, implement IDELA in accordance with its intended use (including adapting IDELA as needed, with SCUS prior consent, to ensure that it is locally and culturally appropriate), and ensure that the tool is used to support opportunities for learning and development of children around the world.
2. Both parties are committed to the welfare and protection of children and families around the world. As such XX agrees to the following principles for the use of IDELA:
 - 2.1. IDELA is meant to do no harm and data are never to be used for “high-stakes” decision-making (such as if a particular child is “ready for school”). XX agrees that IDELA will not under any circumstance be used to exclude individual children from services.
 - 2.2. IDELA is not intended to be used as screening tool and should never be used to discriminate against individual children by defining them as either ahead of or behind typical development for their age.
 - 2.3. IDELA data is intended to be used in an aggregate rather than as an individual measure.
 - 2.4. IDELA should adequately reflect the cultural context of young children’s development in specific settings. The instrument represents a common set of items that are relevant to young children across cultures. Yet, these items should be viewed carefully through specific cultural lenses to ensure that they are relevant to children in that setting.

F. Data and Materials Sharing (See Annex A for details and timeline)

1. XX agrees that prior to implementation of IDELA in the location(s) agreed on Annex A, XX will share with SCUS the final version of the IDELA tool translated into the local language (with associated stimuli), along with a back translation of the tool, as well as a memo detailing adaptations made to the manuals and guidance materials.
2. XX agrees to share with SCUS reports and presentations based on IDELA as well as other documentation around lessons learned from using IDELA in the field. Such reports and documentation shall be provided to SCUS on a timely basis as set forth on Annex A, in an agreed format or using template reporting documents agreed between the parties.
3. XX agrees to share with SCUS on a timely basis as set forth in Annex A the final de-identified data files and codebooks pertaining to IDELA, including for purposes of ECCD assessments and program evaluations, so that data can be a part of the global IDELA database and used for reports that might be generated across countries. The data shall not be used to evaluate or otherwise assess XX programs, staff, or XX partner organizations in any way, shape, or form.

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G. Using IDELA in New Contexts/Countries

1. XX may not introduce IDELA to new countries or contexts outside those detailed on Annex A without prior written consent of SCUS or amendment of Annex A.
2. In considering any such request by XX to expand the geographical scope of IDELA, SCUS reserves the right to consult with any Save the Children International offices in the applicable countries to ensure maximizing of opportunities and coordination within the Save the Children movement.
3. XX may not disseminate IDELA or any related materials to any person or entity other than as agreed in Annex A without SCUS prior written consent; SCUS reserves the right to elect or decline any partners or entities using IDELA in SCUS sole discretion.

H. Intellectual Property Rights

1. The Parties agree to the following terms in connection with the use and reproduction of SCUS logos, trademarks, copyright protected materials and trade names and service marks (collectively, "Intellectual Property") associated with IDELA. This Agreement does not convey any rights with respect to SCUS' Intellectual Property, except as follows:
 - 1.1 XX may not change substantively any content materials without the prior approval of SCUS as owner of the content and Intellectual Property.
 - 1.2 XX is not authorized to sell, assign, license, sublicense or otherwise transfer SCUS' Intellectual Property to any third party, or to reproduce SCUS' Intellectual Property, including copyright protected materials for use in collaboration with any third party, without SCUS prior written approval.
 - 1.3 XX will submit to SCUS for approval (which approval shall not be unreasonably withheld) all materials and publications incorporating SCUS Intellectual Property..
2. SCUS hereby grants XX a license to use the SCUS IDELA toolkit, the IDELA trademark (the "Mark") and materials provided by SCUS to XX related thereto (collectively, the "IDELA Materials") in the manner as set forth below on the following terms and conditions:
 - 2.1 SCUS grants to XX a non-exclusive, non-transferable, non-assignable, perpetual and royalty-free license to use IDELA in the country(ies) identified on Annex A (without right to grant sublicense except with SCUS prior written permission as set forth in 1.3 above) and to incorporate or reproduce the IDELA Materials into or as part of works created by XX for the purpose of this Agreement only;
 - 2.2 XX acknowledges and appropriately attributes to SCUS ownership of IDELA and the IDELA Materials. XX agrees that all IDELA Materials and all other materials issued by XX referencing or using IDELA must clearly and prominently state and display, as approved by SCUS, the following language: "IDELA is a copyrighted tool designed, developed, and owned by Save the Children Federation, Inc."; and
 - 2.3 XX may use the IDELA Materials for all purposes in furtherance of its mission within the scope of this Agreement, except that XX may not use the Mark in furtherance of grant acquisition without acknowledgement of SCUS ownership..

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3. XX hereby grants SCUS and its affiliates a license to use any work products created solely by XX related to IDELA (the "XX Materials") in the manner as set forth below on the following terms and conditions:
 - 3.1 XX grants to SCUS a non-exclusive, non-transferable, non-assignable, perpetual and royalty-free license to use the XX Materials (without right to grant sublicense except with XX prior written permission) and to incorporate or reproduce the XX Materials into or as part of works created by SCUS for the purpose of this Agreement only;
 - 3.2 SCUS acknowledges and appropriately attributes to XX ownership of the XX Materials.
4. The provisions of this section shall survive the termination or expiration of this Agreement.

I. Term

1. This MOU will be in effect from XXX until YYY. Any amendments to this MOU must be made in writing and mutually agreed by both parties.
2. In the event that one of the Parties wishes to withdraw from this collaboration prior to termination of the MOU, that Party will provide a minimum of 3 months' written notice to the other party. The withdrawing party will complete any outstanding reporting and technical assistance commitments due up to the date on which termination is to take effect.
3. Either party may terminate this agreement on five (5) days' notice in the event of a material breach by the other party.

J. Applicable Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut, without regard to which party drafted the agreement.

K. Dispute Resolution

If a dispute arises in connection with this MOU or the breach thereof, and if the dispute cannot be settled through good-faith negotiations, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The foregoing notwithstanding, either party may seek equitable relief from a court of competent jurisdiction without prior negotiation or mediation.

L. No Joint Venture or Legal Partnership

Nothing in this Agreement shall be deemed to create a joint venture, agency or partnership between SCUS and XX and the employees of one shall not be deemed to be employees of the other. None of the parties have the power to obligate or bind the others in any manner whatsoever, except as specifically provided herein. The parties are independent contractors with respect to each other.

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Save the Children Federation, Inc.

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By:
Title: Title:
Date:

By:
Date:

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Annex A

Commented [PL2]: To be completed by **XX**