

MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL PSYCHOANALYTICAL ASSOCIATION (IPA)

and the

EUROPEAN PSYCHOANALYTICAL FEDERATION (EPF)

regarding

**THE EUROPEAN PSYCHOANALYTIC INSTITUTE (Institute)
[WORKING TITLE]**

Preamble

1. The IPA and the EPF are agreed that they shall collaborate to the fullest extent in the creation, development and operation of the Institute. They are further agreed that the legal responsibility and all related liabilities for the Institute shall rest with the IPA and that the EPF shall carry no liability in this regard and this Memorandum does not limit the IPA's right to defend its legal and financial position as it judges appropriate. Within the context of these two agreements, the two organisations intend to collaborate as described within this Memorandum of Understanding to achieve the aims of the Institute. This Memorandum has no legal basis, and both sides agree that any disputes between them regarding the Institute shall be resolved as described in clause 41 below, and not by recourse to legal action.
2. The IPA and the EPF are agreed that the intention of this collaboration is to provide a single co-ordinated framework within which to place the current outreach, teaching and training efforts of the IPA and the EPF (and their component societies) in the wider European region.
3. The IPA and the EPF are agreed that the intended collaborative structure is experimental and time limited. It arises from the existence of a significant demand for psychoanalytic training from potential colleagues who live and expect to practice at long distances from existing training institutes. The collaboration aims to create the conditions to construct conventional IPA accredited institutes in the wider European area, so that eventually training will be conducted in the more usual way.

The Mandate of the Institute

4. The Institute shall select, train, teach and recommend qualified candidates for Direct Membership of the IPA in the countries of Europe where no training institutes exist to perform these functions. It is assumed that those who become graduates of the Institute (and thus Direct Members of the IPA) will form themselves into Study Groups and they, in turn, will move on towards Provisional and Component Society status.
5. The IPA and the EPF are agreed that, because the intended structure is experimental, it should be very firmly and transparently research based – having to innovate to provide personal analytic experience or long range supervision but doing so under strictly monitored and reported conditions paying especially careful attention to evaluating the success and consequence of methods of learning from experience.

6. The Institute's responsibility will end in relation to its graduates when the recommendation for their Direct Membership of the IPA is approved by its Executive Council. At this point, a transition of responsibility will occur so that these recommended Direct Members become the responsibility of the IPA's International New Groups Committee.

7. However, should such recommended and Direct Members (or Study Groups or Provisional Societies which they are subsequently members of) request it, and the IPA's International New Groups/Sponsoring/Liaison Committee and the Institute agree, such recommended and Direct Members/Study Groups or Provisional Societies may continue to have a relationship with the Institute. The nature of such a relationship is left to the Board, the IPA's International New Groups Committee/Study Group/Provisional Society and the Sponsoring/Liaison Committee collectively to agree.

8. The Institute shall ensure the achievement of IPA criteria in training, teaching and recommendation of candidates to become Direct Members. In doing this it shall aim to offer a set of consistent criteria for its candidates while taking account of and being informed about the various different methodologies for training currently existing in Europe.

9. The Institute's research function will focus on exploring and reporting on the effect of its efforts to train competent psychoanalytic practitioners. This will require a clear statement of the different components of the training and their intended outcomes as well as an effort to explore the effects, comparative to other training methods.

10. The Institute will also have outreach responsibility through which it will seek to bring an understanding of psychoanalysis, its basic methodology and its training aims to the attention of the mental health professionals and others in the wider European region where it is engaged.

The Name of the Institute

11. The working title for the Institute is 'The European Psychoanalytic Institute'. The IPA and the EPF will jointly agree the final name for the Institute.

The Structure of the Institute and Delegated Authorities

12. The Institute shall be managed by a Board of 5 people, who shall be competent to fulfil the requirements of the respective positions (see structure diagram, Appendix A). The Director shall have overall managerial responsibility for the operations of the Institute. The Director shall be supported by 4 Associate Directors: two responsible for Training (who shall be Training Analysts in their own Component Societies, unless the IPA Executive Council approves specific Interim Training Analysts for these roles); 1 for Outreach Teaching; 1 for Research. The Associate Directors shall report to the Director of the Institute but important decisions of the Institute shall be agreed by the majority of the Board.

13. The functions covered by the Associate Directors shall be as follows: Training (2 Associate Directors) – selection, progression, recommendations for Direct Membership, tutoring and mentoring, loans, liaison with Institutes, the Advanced School; Outreach Teaching – Summer Schools, East European Conference, workshops, etc; Research – fulfilling the research mandate (IPA/EPF jointly agreed), evaluation of the work of the Institute (including drafting of the annual report), liaison with IPA Research Committees and EPF Working Parties, relations with IPA Direct Members and graduates. The split of responsibilities for the two Associate Directors of Training shall be as follows. One shall cover candidates and their progress (selection, progression,

recommendations for Direct Membership, loans, etc); the other curriculum (teaching, tutoring and mentoring, the Advanced School, etc).

14. Appointments of the Director and the 4 Associate Directors shall be jointly agreed by the IPA and the EPF and shall be for a fixed term of up to five years which may be extended by not more than five years by joint agreement. Appointment letters to these 5 positions shall be issued by the President of the IPA in a form agreed by the IPA and the EPF.

15. The IPA and the EPF reserve the right jointly to remove the Director or any of the Associate Directors from office at any time. People removed from office shall have the right of appeal jointly to the Presidents of the IPA and the EPF. Their joint decisions regarding such appeals will be binding. Disputes regarding these issues may be referred to arbitration in accordance with clause 41.

16. All other appointments to the Institute, provided they do not have the word 'Director' in their title or imply any authority over the 5 Board members, may be made by the Board by majority decision and shall be for a fixed term of three years which may be extended by not more than three years by the Board. Appointment letters shall be issued by the Director of Institute to such positions in a form agreed by both parties. Such letters will make it clear that such appointees are responsible either to the Director or to one of the Associate Directors as determined by the Board.

17. The Director of the Institute shall have budgetary authority and responsibility. Parts of this authority and responsibility may be delegated by the Director to the Associate Directors but to no one else.

18. The Board will be chaired by the Director of the Institute or by a deputy (to chair meetings of the Board in the absence of the Director) chosen by the Board from one of the four Associate Directors. Decisions of the Board shall be by majority vote and shall be recorded in writing. The quorum shall be three members, except for decisions specifically determined jointly by the IPA and the EPF for which the quorum shall be all five Board members. In the event of four members being present, and the vote being split, the Director's vote will prevail. The votes cast and any dissenting views in votes of the Board must be recorded in the minutes. Minutes of the meetings of the Board must be produced whenever decisions affecting the working of the Institute are made and such minutes will be copied to the Executive Committees of the IPA (including the IPA Central Office) and the EPF, and the Chair of the IPA's International New Groups Committee.

19. The Director of the Institute shall submit a report on the Institute by the end of February each year agreed by the majority of all five members of the Board covering the work of the Institute for the previous calendar year. This report will be sent consecutively to the Executive Committees of the IPA (including the IPA Central Office) and the EPF, and to the Chair of the IPA's International New Groups Committee. It shall cover matters laid down in Appendix B. This report shall be considered by the IPA's Executive Committee as soon as practical and then by its Executive Council (or Board) in July each year and the Director of the Institute may be asked to attend this meeting. This report shall be considered by the EPF Council at its Spring meeting each year and the Director of the Institute may be asked to attend this meeting. Any actions following from the considerations of the report shall be jointly agreed by the IPA and the EPF. The Director shall also submit an interim report on the Institute by the end of August each year agreed by the majority of all five members of the Board covering the work of the Institute for the first six months of the calendar year. The report briefly cover the topics and shall be distributed as outlined above, and considered by the various meetings as soon as practical, and any actions shall be as above.

20. The Director of the Institute is required to report at any time to the Executive Committee of the IPA (including the IPA Central Office) on any matters which might give rise to legal concern within the IPA, as defined by the IPA. Any such reports in writing shall be copied to the Executive Committee of the EPF.

21. The Director of the Institute is required to report at any time to the Executive Committee of the IPA (including the IPA Central Office) and the Executive of the EPF on any financial matters upon which either organisation requires clarification or detail. Any such reports in writing shall be copied to the Executive Committee of the EPF and the IPA.

Operating Principles

22. Neither the IPA nor the EPF may unreasonably delay joint decisions that are needed for the efficient and timely operation of the Institute. Both parties agree to establish reporting structures within their own organisations that enable decisions to be made in a timely manner where joint agreement is required.

23. The IPA and the EPF agree that the Institute will operate according to four general principles: a) visiting by invitation; b) involving East European colleagues in administrative and all other responsibilities as soon as and as far as possible; c) minimising expenditure not directly concerned with the operations of the Institute or outside the area where the final benefit is intended – for instance by holding Board meetings during summer schools or at other times when the Board is in the area; d) maintaining flexible procedures which are responsive to local realities and adapting them according to experience.

Summer Schools

24. Summer Schools will take place during each European summer. They will be organised by the Associate Director responsible for Outreach Teaching, together with such other people as he or she shall designate, particularly the local organisers. The teachers will be appropriately qualified and experienced analysts. All the participants will be selected by the Associate Director for Outreach Teaching. The participants will be appropriately trained beginners from the target countries. Some may be invited free of charge, funded by the Institute budget; some may be invited at a reduced fee, supported by the Institute budget; some may be invited on a self funding basis.

25. An Advanced Summer School for the Institute's candidates shall be held once a year. It will be organised by one of the Associate Directors responsible for Training, together with such other people as he or she shall designate, particularly the local organisers.

Finances of the Institute

26. The Board of the Institute shall prepare a budget for the Institute and submit it jointly to the IPA and the EPF by the end of July each year for the following calendar year. The IPA and the EPF shall jointly consider this budget each year in September. The IPA shall determine its contribution to the Institute for each calendar year at its Council (Board) meeting each January and inform the EPF of the outcome.

27. The EPF shall determine its contribution to the Institute for the forthcoming year by the end of December and inform the IPA of the outcome. The IPA and the EPF shall jointly agree the terms and conditions that will apply to the deployment, control and accounting for such EPF funds.

28. The IPA shall operate the Institute financially on the basis of procedures agreed by the IPA and the EPF covering the applications for budgets, approval of budgets, management and control of budgets and funds, refunding of expenses, and accounting for expenditure.

Relationship between the Institute and Existing Training Institutes

29. The Institute will not be dependent on or required to follow the criteria of the existing European Institutes. However, it will be expected to consult and co-operate with a number of them in determining its own criteria.

30. Application for training within the Institute shall be entirely voluntary. There is no intention to prevent candidates from the area in which the Institute is operating from seeking to become candidates of other existing IPA Institutes and achieving their training and subsequent membership of the relevant Society and thus the IPA through such routes, rather than through Direct Membership. Institutes training candidates from the Institute's area of operation will be asked to inform the Institute of such candidates as this will be useful in determining when it may be possible to recommend Study Groups in certain areas.

31. In circumstances where candidates who have received some training from other Institutes choose to take up training from the Institute instead, the Board shall determine if and how such candidates shall be accepted and incorporated within the Institute's training procedures and standards.

32. In circumstances where candidates of the Institute choose to take up training from another institute instead, the Board shall provide that institute with such information as it may reasonably require to determine whether and how to incorporate the candidate into its procedures and standards.

Guidelines for Those Involved with the Institute (Analysts and Candidates)

33. Guidelines for those involved with the Institute – the Director, Associate Directors, teachers, trainers, consultants and candidates - shall be determined by the Board of the Institute within its first year and, after being submitted to the IPA and the EPF for approval not later than with the first annual report in early 2003, will be made available to all candidates, supervisors, training analysts, consultants and teachers working with the Institute. Such guidelines shall cover relationships and responsibilities concerning the roles individuals should play in a candidate's training. They shall be consistent with any relevant and prevailing IPA and EPF guidelines. The eventual guidelines adopted by the Board must be made available to the IPA, the EPF, the European component societies as well as those listed above. They shall also be made available to other IPA members on request.

Relationship between the Institute and its own Graduates (IPA Direct Members)

34. An ethical code of practice based on the IPA and other Component Society practices will be drawn up by the Board to govern graduates of the Institute. The Institute shall ensure that all graduates sign this document before recommending them to the IPA Council as Direct Members of the IPA. These proposed Direct Members, once recommended by the IPA's Executive Council will be responsible to the IPA New Groups Committee (or one of its sub-committees) for conducting themselves in the appropriate manner until they join a Study Group with an IPA appointed Sponsoring Committee.

Future Discussions and Agreements

35. The IPA and the EPF recognise that this Memorandum may need additions and revision from time to time. A request for a revision may be made by either party at any time. Any revisions shall be jointly agreed. Neither side may unreasonably delay or resist revisions to this agreement. Costs involved in the revision of this Memorandum shall be shared equally by the parties.

Guidelines for the Drafting and Agreement of Procedural Documents

36. The operation of the Institute will require a number of Procedural Documents. The IPA and the EPF shall each appoint up to two people empowered to agree such documents. Such documents must be jointly agreed before they are released for implementation.

37. The IPA has the right to ensure that any Procedural Documents related to the Institute are consistent with its legal obligations, and not to agree to drafts which IPA counsel recommends should not be adopted.

Guidelines in the Event of Legal Actions and Challenges

38. The IPA has the right to defend its legal position as it judges appropriate, and to take action in relation to the Director or any of the Associate Directors accordingly. Any actions that the IPA takes in this regard shall be communicated to the EPF as soon as possible, but not necessarily before they are taken. Wherever possible the IPA will consult the EPF in advance of taking any such action, but this is not mandatory.

39. EPF disagreements with any such IPA actions will be communicated to the IPA as soon as possible and each side will seek to find resolution of the matters concerned.

Relationships with Current IPA and EPF Structures

(to be drafted – probably by John Kafka and Henk Jan Dalewijk in consultation with Paulo Fonda)

Arbitration

40. The IPA and the EPF will always attempt to find mutual understanding and agreement concerning matters to do with the Institute. The IPA and the EPF agree that they will not take legal action regarding this Memorandum.

41. In the event of an inability to agree, either side may request the appointment of an arbitrator. The IPA and the EPF will jointly agree the selection of such an arbitrator, who will be asked to consider the issue and rule accordingly within the spirit and letter of this Memorandum. Such rulings will be binding on the IPA and the EPF unless the IPA's legal counsel recommends that the ruling should not be adopted by the IPA for legal reasons. In such cases the legal opinion shall be made available to the arbitrator and the EPF. The arbitrator will then be asked to propose an alternative solution.

42. Any costs involved in arbitration, excluding the IPA's legal consultation fees, shall be jointly carried by the IPA and the EPF.

Signed

Signed

Date

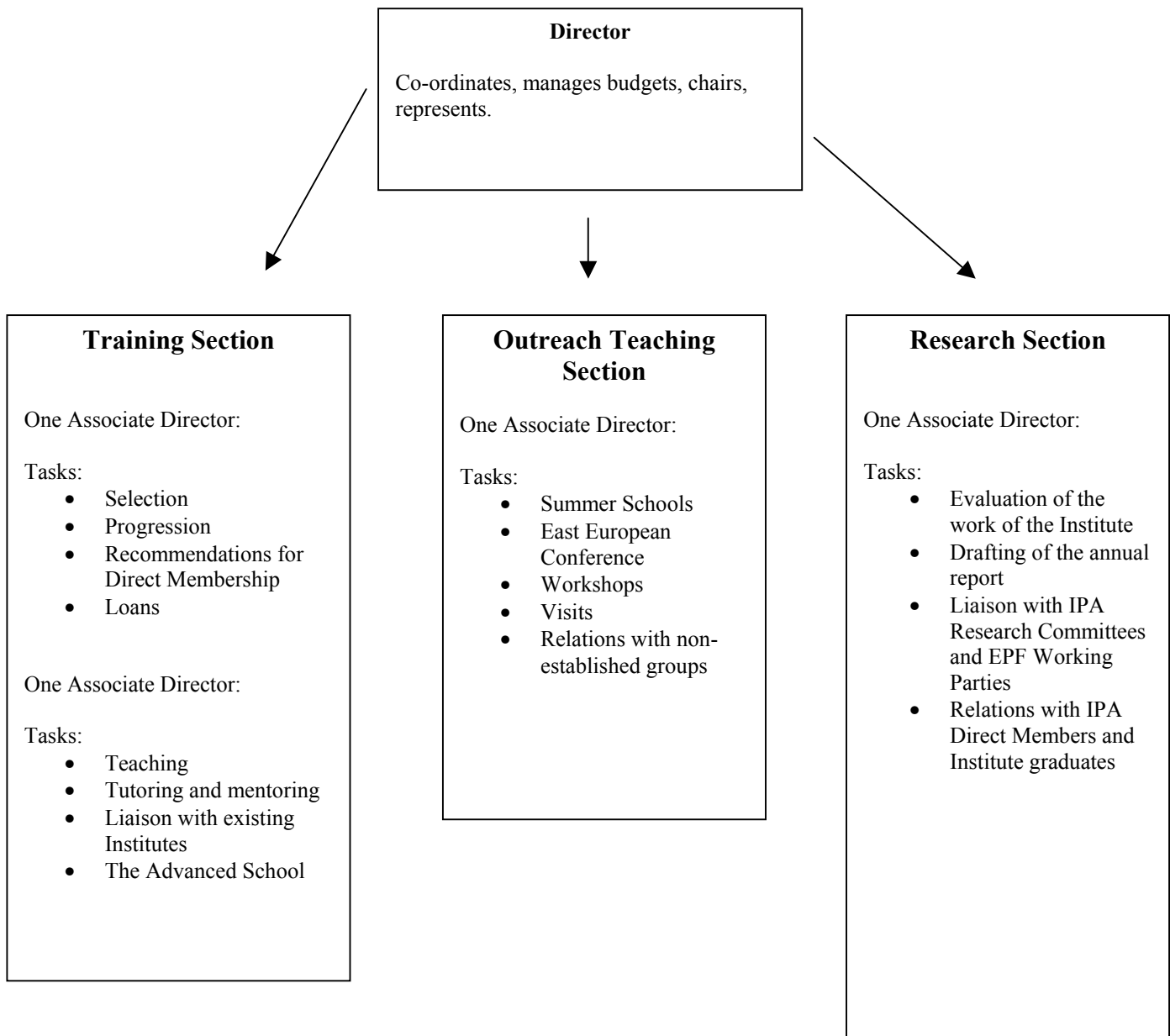
Date

Professor Daniel Widlocher
President
International Psychoanalytical Association

Professor David Tuckett
President
European Psychoanalytical Federation

Appendix A (see clauses 12 and 13)

Organisational Structure



Appendix B (see clause 19)

Annual and Interim Reports

The purpose of the Annual and Interim Reports is to permit the Board of the Institute to explain how it has been seeking to meet its mandate and its objectives. It is particularly important that the reports includes details of the thinking and research work undertaken to explore effects and consequences. The Annual Report will cover the whole year and all the points below. The Interim Report shall cover only the first six months of the year (January – June). It shall be brief and need not cover all the points below.

The Annual Report should cover:

Finance – showing the main categories of income and expenditure clearly and in particular it must be possible to see what amounts are spent on what outside the area. There should be a commentary on the perceived value of expenditure under different headings. This data should eventually include historical comparisons.

Applicants - Numbers of applicants for training and conclusions reached – laid out to show age, gender, geographical details, etc. This data should eventually include historical comparisons.

Trainees – where from, how and where having analysis and supervision, stage of training, cases, how long in training, etc.

Recommendations for Graduations - where from, how and where had analysis and supervision for how long, cases treated, how long in training, grounds for belief now competent, comparisons with graduates trained in other settings, etc.

Methodologies and Criteria – variations introduced to supervision, training analyses, etc. with what aims, objectives and research into effects. Methods and criteria for graduation.

Research enquiries – what efforts, what discussions (including with IPA Research Committee or EPF Working parties), what presentations, what papers, etc.

Progress of Graduates (Current Direct Members) – where, how far able to work psychoanalytically, feedback on training, needs for further postgraduate assistance, integration into EPF/IPA scientific programmes etc.

Outreach Efforts – where, who, with what discernible results etc.

Liaison Efforts – with which component societies, when, with what results, etc.

Invitations and visits – from where, for what purpose, by whom, outcome , etc.

Board Meetings – number, places met, issues.

Comment on progress and aims (targets) for following year.