Childlight Contracts and Collaboration Guidelines: Metadata

Document Title	CLP-GF-04: Childlight Contracts and Collaboration Guidelines
Document Type	Guidelines - Recommended best practices or advisory documents that provide general direction without being mandatory
Version	1.0
Approval Date	21st August 2025
Effective Date	21st August 2025
Review Schedule	Triennial
Next Review Date	20th August 2028
Document Owner (Name, Role, and Email Address)	Polly Needs, Quality & Compliance Officer p.needs@ed.ac.uk
Document Contributors	Zoe Lambourne Alan Smith Polly Needs Robin Alexander Caitlin Moore Asaad Baksh
Target Audience (Select all that apply)	☒ Childlight Staff ☒ Childlight Senior Leadership Team ☒ External Partners & Collaborators ☐ Funders & Sponsors ☐ General Public & Media ☒ Global Data Fellows ☒ Governance & Ethics Committees ☒ Research Teams
Confidentiality Level	Public
Briefing Notes	

If you require this document in an alternative format, please email Childlight@ed.ac.uk or write to Childlight Global Child Safety Institute, University of Edinburgh, Third Floor, St John's Land, Holyrood Road, Edinburgh, UK, EH8 8AQ.

Childlight Global Child Safety Institute

Childlight Contracts and Collaboration Guidelines

Childlight Contracts and Collaboration Guidelines

1 Contents

**If you require this document in an alternative format, please email
Childlight@ed.ac.uk or write to Childlight Global Child Safety Institute,
University of Edinburgh, Third Floor, St John's Land, Holyrood Road,
Edinburgh, UK, EH8 8AQ.**

2 Introduction

Collaborative partnerships with other institutions or organisations can make an important contribution to Childlight's work and mission. With collaborative partnerships however comes potential risk to Childlight, to the University, to our reputation, quality and standards. To minimise any risk, robust due diligence and scrutiny is essential when establishing anything that might be considered an "agreement" with another person or organisation. This could be to do work together, to share data or ideas, or to pay or be paid for something.

These guidelines cover information and processes relevant to "outbound" collaboration, i.e. where Childlight is requesting collaboration with one or more other people or organisations.

"Inbound" collaboration, i.e. requests from others for collaboration with Childlight, will likely be subject to the other organisation's policies, processes and terms, and as such are not included within these guidelines.

Many collaborations and agreements will likely require some form of context-specific process and documentation. As such, these guidelines are intended to provide an overview of the most common forms of collaboration, support and processes, and will not be exhaustive.

3 Collaboration types

There are many different reasons why an agreement may be required between Childlight and another organisation. This could include:

- Contracted research or analysis – may or may not be funded through, for example, a research grant
- Data sharing or transfer
- Joint communications and messaging about, for example, a joint piece of work, a shared media message, publications, key topics
- Shared responsibility for an event e.g. workshop, round table, conference
- Shared teaching or supervision of students
- Joint promotion of research and teaching
- Sponsorship or scholarship of an individual

Some forms of "agreement" may require the exchange of money between organisations, for example where Childlight is paying another organisation, or is being paid itself. Knowing the four broad categories that payments come under helps to also confirm the specific route for developing documents, but also for how that exchange of money should be accounted for. Understanding these categories and how the scope of activity fits into them is important as it

directs which teams within the University will provide support for drafting agreements etc. Greater detail on the distinction between research and consultancy can be found at Appendix 1.

- **Research** - creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society and the use of this stock of knowledge to devise new applications. This is a formal, universally accepted definition for "research" as used by the Higher Education Statistics Authority (HESA), based on the "Frascati Manual" developed by OECD.
- **Consultancy** - The provision of expert advice and work, which while it may involve a high degree of analysis, measurement or testing, is crucially dependent on a high degree of intellectual input from Childlight to the "client" (commercial or non-commercial) – importantly <u>without</u> the creation of new knowledge. If any new knowledge is created, the activity would likely be considered to be Research.
- **Products** - the purchase of tangible items [i.e. physical things], including for example goods, materials and devices. This can include for example computing equipment, stationery, branded items.
- **Services** - the acquisition or purchase of intangible goods or activities that are performed by a supplier for the benefit of Childlight as the buyer. Unlike physical products, services are typically not tangible and cannot be stored or inventoried. This includes for example graphic design, web development, translation, copyediting.

4 Formal agreements

Different forms of formal agreement can be put in place, depending on the needs of the collaboration. The University of Edinburgh is accountable for all agreements, as the designated signatory. As such, University policies and guidelines must be followed when putting an agreement in place. Examples of agreements include:

Memorandum of Understanding [MOU] - can be used to show intent of collaboration without yet committing to specific activities. It does not technically represent a binding agreement but often signals the intention of working towards one.

Non-Disclosure Agreement [NDA] or **Confidentially Agreement** – can be used when having confidential discussions with another party or parties about a potential project or area of collaboration. Confidential information could include project budgets, Childlight data or

research that hasn't yet been published, non-public partner data, non-public access to information about an organisation's operations and activities.

Collaboration agreement – for example to develop a network, affiliation, or associated institution. Collaboration agreements can also include confidentially, intellectual property and data sharing terms, which may negate the need for additional separate documents.

Sub-contract – for when you are contracting activity and funding from a pre-existing award/grant project to a third party.

Inbound data transfer / access / use agreement – for when you are receiving a dataset from a third party, or accessing a dataset held by a third party.

Outbound data transfer / access / use agreement – for when you are providing a dataset to a third party, or allowing them to access a dataset held by Childlight.

All agreements should be approved and countersigned by the Court of the University of Edinburgh, as the legal entity that Childlight is hosted in. Because of this, it is important to flag any collaboration needs early [for example to the COO as part of the research project initiation process], as depending on the type and complexity of the collaboration, the process to put an appropriate agreement in place can take anything from one month to 18 months.

If such a need is identified, contact the COO for confirmation that the collaboration is expected in the overall Childlight strategic plan and in scope, and budget is available if required. If it is a new requirement that has not previously been planned, the requirement should be submitted to the Childlight Tasking & Coordination governance meeting for review and formal acceptance or rejection. This approval must be sought before entering into any discussions with legal services or partners around putting formal documents in place.

Every individual agreement put in place, whatever its type, will have a designated Childlight agreement owner, who is responsible for being the point of contact between Childlight and the individual or organisation that the agreement is in place with. This is typically agreed at the start of a research project, and may be the Principal Investigator, the lead researcher [if different to the PI] or someone else delegated – for example a different person to manages a wider overall relationship with the individual or organisation. The agreement owner is responsible for providing inputs in the agreement drafting and negotiation process, and managing the agreement once it has been signed by both parties and is considered "active".

4.1. Early due diligence

Due diligence is the activity undertaken before entering into an agreement to ensure that appropriate information can be gathered and understood to manage risk – including legal, reputational, quality and conflict of interest.

Part of this early process includes checking whether there is already an existing agreement or arrangement in place with the individual or organisation, whether through Childlight or elsewhere within the University of Edinburgh. The Childlight contracts tracker keeps a record of existing agreements known to Childlight. Other University of Edinburgh teams will also check for any prior agreements in place [for example Edinburgh Global have a specific Global Partnerships Agreements Dashboard that you can check].

The due diligence process is designed to be proportionate and should identify risks and mitigations to put in place through the agreement process. This could include, for example, risks around the organisation's ability to undertake work, risks around specific key individuals for the work, financial risk around late payments, or reputational risk where being connected with an organisation or individual may bring Childlight or the University of Edinburgh into disrepute. If new information or risks emerge during this due diligence process that were previously unknown, this means that the due diligence process is working as intended, and that partnerships and collaboration can be paused or stopped before an agreement is entered in to.

The designated Childlight agreement owner is responsible for completing the Early Due Diligence Form at Appendix 2 before entering into any legal processes or commitments to partner, collaborate, receive funds or make payments. This checklist acts as an initial record to demonstrate our early checks and risk mitigation so that we can be confident we are entering into a strong arrangement that will have the expected outcomes.

Where an agreement includes research or activity that involves participants [for example participant interviews, youth participation, workshops, events], the designated Childlight agreement owner is also responsible for completing the Safeguarding Assessment at Appendix 3 as part of the due diligence process. This assessment should be completed with the support of the individual or organisation, so that accurate information is captured. Any risks identified during this assessment can be mitigated through the agreement or contracting process. Where a significant issue is raised through this assessment, the collaboration may be put on hold whilst it is explored further, or the planned activity and agreement cancelled if the issue cannot be resolved to Childlight's satisfaction. Completed due diligence checks and safeguarding assessments are stored centrally in the Contracts and

Agreements folder on the Childlight SharePoint, in a folder specific to each organisation or individual.

If Childlight is to pay another person or organisation to purchase goods or services, or as part of a collaboration, procurement regulations and additional governance may apply. The Childlight COO and University procurement team can advise on individual needs, but as a minimum expectation:

- If the total value being paid is over £5,000 you must seek three quotes from organisations or suppliers, to show best value for money
- If the total value being paid is over £50,000, you may be required to undertake a competitive procurement activity to select an organisation

Depending on the value, you may also be required to seek funder approval [for example any contracts over £50,000 total value funded by the HDF agreement must obtain HDF approval before progressing].

4.2.   University support

When you have identified a need to put a formal document in place with an individual or organisation, work with the Childlight COO to identify the type of work and initial route for University of Edinburgh support.

Agreements with:

- A higher education institution - typically supported by the Edinburgh Research Office and/or Edinburgh Global
- Consultancy - typically supported by Edinburgh Innovations [note that a 20% management fee is added to any outbound funding from Childlight, that should be included in any budget requests]
- Private sector, 3rd sector or individual - typically supported by legal services

When referred to the correct team, further information will likely be required to help that team determine the correct type of agreement, and additional or bespoke terms required [for example through a Legal Instruction Form]. The UoE team may also undertake additional due diligence, for example a financial due diligence of an organisation if funding is being provided.

4.3. Negotiation

It is likely that you will need to negotiate an appropriate agreement document with the proposed partner which outlines the arrangement and that both sides are happy to sign. There are many agreement templates across the different UoE teams who support the agreement process, however in some cases it will be necessary to draft a bespoke agreement.

There are some areas it is helpful to consider early, to help guide the drafting and negotiation process:

Scope and timelines – what do you want the individual or organisation to do? Are there activities and deliverables? If so, when are those activities and deliverables required?

Ways of working – are there any principles that both parties should abide by?

Payment schedule – is payment required for the activities or deliverables? If so, when will the individual or organisation be paid, and for how much? Is payment dependent on meeting specific deliverables or milestones? If so, how will deliverables or products be reviewed and approved to release payment? Is the funding based on a daily rate or fee, with a set number of days? Is the funding a fixed value and the induvial or organisation must work within that value?

Intellectual property – who owns the intellectual property rights for products and deliverables created under the agreement? Is the other party able to use the intellectual property outside or after the agreement, and if so, under what conditions?

Personally identifiable information [PII] – will there be any transfer of PII under the agreement? If so, what country and jurisdiction is that transfer to? Are there any restrictions on the transfer of PII?

Data transfer – are data required to be transferred under the agreement? If so, what type and grade? How will the data be transferred, to whom, and when?

Termination – under what conditions could the agreement be terminated? Are there penalties for terminating the agreement?

4.4. Approval

All new partnerships need to be approved. The level and stages of governance and approval will depend on the type of agreement required. Some agreements will be approved at School

level, others may require College or University level approval. Once the proposal has been approved the agreement can be signed, typically through an electronic signature service.

When the contract has been signed by both parties, it will receive a formal agreement reference. A copy of all documentation relating to the agreement process [including due diligence forms and the final signed agreement] should be saved on the Childlight SharePoint in the relevant individual or organisation folder, alongside all other relevant documents [e.g. due diligence assessments, safeguarding assessments, working drafts].

4.5.   Maintain and support

Once an agreement is in place, it is important to manage the relationship and any activities or deliverables due under the agreement. The agreement owner should review the agreement at regular points, to ensure activities and the relationship are on track. Any risks, issues or opportunities should be escalated through Childlight risk management processes.

4.6.   Amendments

There may be situations where the agreement needs to be changed. This can include, for example, a change to a deliverable or due date, inclusion of additional activity, or an extension to the agreement. Where an amendment is required, please get in touch with the COO and the original contact who provided the support to draft the document in the first place.

4.7.   Close

Once an agreement has come to an end [at a date typically set out in the agreement itself], the agreement should be formally closed.

Two weeks before the end of the agreement, the agreement owner should work with the Quality and Compliance Manager to complete the contract closure checklist set out in the Research Project Closure Guidelines. This process ensures that all obligations set out in the agreement have been met [for example deliverables], payments have been processed, ongoing obligations are understood and maintained [e.g., any restrictions around where data can be published, whether intellectual property can be re-used by Childlight elsewhere, whether the partner can be named publicly], and that the relationship between Childlight and the individual or organisation remains positive, even though the agreement has ended.

Appendix 1: Research vs Consultancy Definitions

	Research	Consultancy
What is the difference? Definitions are those used by the Higher Education Statistics Authority (HESA), based on the "Frascati Manual" developed by OECD.	Research and experimental development (R&D) comprises creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society and the use of this stock of knowledge to devise new applications. R&D is a term covering three activities: **Basic research** Experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view. **Applied research** Also original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective. **Experimental development** Systematic work, drawing on existing knowledge gained from research and/or practical experience that is directed to	The provision of expert advice and work, which while it may involve a high degree of analysis, measurement or testing, is crucially dependent on a high degree of intellectual input from the institution to the client (commercial or non-commercial) without the creation of new knowledge. This includes the following activities when they are not conducted solely or primarily for the purposes of an R&D project: • Routine testing and analysis of materials • Components and processes, (e.g. for the maintenance of national standards, as distinct from the development of new analytical techniques) • Feasibility studies (where it is not an integral part of an overall research project) • Routine software development • General purpose data collection

	Research	Consultancy
	producing new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produced or installed.	
	All funded research and consultancy projects require Head of School approval If the work clearly fits into one of the categories, it should be processed as such. In some cases, the work sits between these two. E.g. there may be new knowledge produced, but not of the kind that we could expect to produce high quality research outputs based on it. Or the contract may have elements of both. If it is a large piece of work involving both categories of work, it is possible to embed some consultancy within a research project. If the contract is relatively small, you will need to agree with the School which process fits best, bearing in mind the points below. Please ask EI and/or RSO for advice on this.	
Who helps with the process?	Edinburgh Research Office (ERO) and/or legal services, in collaboration with the School.	The Consultancy team of Edinburgh Innovations (EI) in collaboration with the School.
Who owns the Intellectual Property?	The University.

In very rare circumstances, the client may insist on ownership but the University is unlikely to accept this. If it does, this will be reflected in the price. | The client.

If you develop a model, template, training course or guidance through the work, you can normally not use this again for another client.

However, the University standard consultancy contract gives you a license to use the work in research, academic publishing and teaching. |

	Research	Consultancy
Can the University include the income for REF?	Yes	No
Can publications from the work be included in REF?	Yes	If the client has agreed to allow academic publishing.
Can the work inform a REF impact case study?	Yes, the work can form part of the underpinning research as well as the impact. If you are able to produce outputs meeting the quality threshold, the work may constitute the underpinning research. The benefit to the client, which may be based on this work as well as previous research, and any advice and discussions you undertake related to this, will then be the impact you claim. The impact must be evidenced in documents or through testimonials from the client.	Consultancy projects that are not based on research will not on its own meet the quality threshold (in terms of rigour and originality) to constitute the underpinning research. If it did, it should have been processed as research. However, in many cases, the consultancy will be based on previous research, and in those cases impact of the consultancy can be attributed to that research. The benefits to the client from the consultancy, which can be tied back to previously conducted research, can be claimed as impact. The impact must be evidenced in documents or through testimonials from the client.

	Research	**Consultancy**
Cost to the University of undertaking the activity	The cost of academic staff time for research is calculated by the full economic costing (fEC) model. This includes salary costs (and on-costs) for all staff involved in the project, plus indirect and estates costs applied to staff who contribute intellectually to the project. The indirect costs cover services academic staff use to conduct their work, the clerical and admin staff in academic departments, non-staff costs in academic departments, central services including the library and information services, the estates costs of central service departments and the gross cost of capital employed (incorporating interest and restructuring costs). The estates costs pay for the estates costs of academic departments including repairs and maintenance, utilities, rates, buildings and equipment depreciation, and estates staff. The rates are calculated by adding up the costs and dividing this by the number of research active staff. There are	The principles of the full economic costing model (see left column) apply also for consultancy work. I.e. the services covered by the indirect costs are required for the academic to obtain the expertise, and the work will utilise the estates as well as the services including the computer networks etc. As consultancy is seen as additional rather than core activity to the University, the fEC model is not applied formally, although it does inform the standard fees (see below). Consultancy is administered through Edinburgh Innovations, and they take a 15% overhead on all contracts. The School takes a further 15% overhead to cover their costs. The School will on occasion donate their part of the overhead to the research centre/group (see below).

	Research	Consultancy
	separate rates for lab-based research. http://www.jcpsg.ac.uk/guidance/part4_a0.htm University of Edinburgh rates https://www.ed.ac.uk/finance/fec/internal/rates	
What happens to the money once it comes into the University?	This is currently being reviewed. The estate and indirect costs are divided between the central university, the Colleges and the Schools according to a Research Allocation Model. The implications of this varies between Colleges.	This is up to the Head of School. The standard model for splitting fee income is: 15% to EI as central overhead. 15% to the School as overhead. The remaining 70% is allocated according to the academic's discretion, but by agreement with Head of School. This can include a personal salary top-up (taxable), a personal research fund for conferences etc., or activities in a research centre or research group.
Liability and indemnity insurance	The University's insurance covers both research and consultancy conducted through the University. If you do consultancy on a private basis insurance cover will not apply. For private consultancy the academic should use a disclaimer to make it clear that the University is not involved, and not use the University of Edinburgh email address, address, office or equipment.	

Appendix 2: Early Due Diligence Template

Organisation or Individual Name:	
Completed by:	**Completed Date:**

What previous interaction has there been with the proposed partner?

Has Childlight worked with this organisation previously? (Please give some details on the type of engagement and relationship). Were there any issues in that past experience that raised concerns?

What is the reputation and standing of the proposed partner in terms of its global and domestic reputation? What are their relationships like with our existing partners?

Is the partner organisation officially accredited and recognised?

You should confirm whether the partner is officially recognised and accredited. Conduct a brief keyword search on the organisation in www.google.com to identify recognition and status of the organisation.

For example, is the partner recognised by the country's Ministry of Education or Ministry of Interior? Do they have a permit or authority to operate in their relevant jurisdictions?

Are there any concerns on reputational risk that Childlight should be aware of? For example, has there been any negative media, illegal activity or misconduct?

TIP: Try a Google search using the organisation's name and keywords with a "+", eg "childlight"+controversy+illegal+fraud+misconduct+corruption

Has there been any negative media or press about the organisation that we need to be aware of? Has there been any illegal activity or misconduct?

TIP: Try a Google search using the organisation's name and keywords with a "+", eg "childlight"+controversy+illegal+fraud+misconduct+corruption

Does a review of the organisation's or lead individual's webpage and literature, and any interaction to date, indicate any concerns with whether they are aligned with Childlight's values?
Does the organisation or individual have any conflicts of interest with Childlight? Are they in receipt of funding for any work or from sources that conflict with our values? Do they bring any pre-existing work or commitments that we need to know about? Include current projects, partnerships, advisory board memberships, teaching contracts, etc.
How have you been assured of the quality of their work? For example, have you seen any previous research outputs, published articles or technical papers, or evidence of implementation success on-the-ground?
Please add any further information or comments about any areas of concern or risk which you have flagged during the due diligence checks.

Appendix 3: Safeguarding Assessment Template

Organisation Name	
Complete Date	
Completed By	

Area	Assessment	Comments, Evidence and Mitigations
1. Organisation		
a) The organisation has a clear commitment to child safeguarding, and it makes this explicit in designing and reviewing its policies, procedures and publications through a safeguarding lens.	Choose an item.	
b) The organisation has a safeguarding policy; the scope of which covers staff, volunteers including board members, consultants, and contractors. The policy is aligned with the legal framework of the country of operation (and operates to a higher standard where statutory provision fails to protect children or places them at risk of harm).	Choose an item.	
c) The organisation has a clear plan for implementation of child safeguarding measures, including integration into all activities and processes, and regularly monitors and reviews progress against this plan.	Choose an item.	
d) The organisation recognises the primacy of the voice of the child in all suspected or proven incidences of child abuse. As far as possible, it ensures that children are informed about their protection rights and involved in their own protection.	Choose an item.	
e) The organisation's confidential reporting and complaints procedures are clearly documented, easily accessible and made	Choose an item.	

known to all relevant stakeholders, including children.		
f) The organisation ensures that all cases of suspected child abuse are reported to its Board of Management and dealt with in accordance with its policy and procedures.	Choose an item.	
2. Staff and Others		
a) The organisation has safe recruitment practices; including appropriate recruitment screening (e.g. criminal records checks or equivalent where these are available), verbal referee checks, self-disclosure forms and behavioural questions at interview.	Choose an item.	
b) All staff and others covered by the policy are made aware of, and are familiar with, the safeguarding policy and receive induction, training and / or briefing as required.	Choose an item.	
c) The organisation has a clearly articulated code of conduct that must be adhered to and where appropriate signed by all staff, volunteers, board members, consultants, and contractors.	Choose an item.	
d) Employment contracts and disciplinary procedures contain provisions for dealing with anyone who breaches the safeguarding code of conduct.	Choose an item.	
e) The organisation designates staff as Safeguarding Officer/s (or equivalent) with clearly defined roles and responsibilities including: receiving reports of any child safeguarding issues, allegations or concerns; supporting implementation of the policy; and keeping informed of best practice developments in child safeguarding.	Choose an item.	

3. Monitoring		
a) Monitoring the effectiveness of child safeguarding measures is built into existing monitoring and evaluation mechanisms both at organisational and project levels.	Choose an item.	
b) The organisation's policy and associated procedures and practice are reviewed every 2 - 3 years or at times of changes in law, policy or organisational arrangements.	Choose an item.	
c) The organisation assesses and actively manages the risks of all child-related activities, and evidence of such risk management activity is available.	Choose an item.	