

# The Lullaby Trust

## Terms and Conditions

### Commissioned Research: Baby Check App

*Please note: The above project will henceforth be termed 'the commission' and the successful applicant 'the commission holder'.*

The commission is subject to these terms and conditions. The Lullaby Trust reserves the right to amend these conditions, any terms and conditions in the award letter and any policies or guidance relating to the commission. The commission holder is responsible for the commission and ensuring compliance with these terms and conditions on behalf of the host institution.

### 1. The Lullaby Trust:

(i) The Lullaby Trust was founded in 1971 as The Foundation for the Study of Infant Deaths to fund research into the causes of sudden infant death. We now provide specialist support for bereaved families, promote expert advice on safer baby sleep and raise awareness on sudden infant death. We are committed to supporting research to understand why 196 babies a year die suddenly and unexpectedly in the UK and to find out more about how to prevent these tragic deaths.

(ii) A Board of Trustees governs The Lullaby Trust, which is served by the Scientific Committee, the Advisory Committee, the Finance and Legal Committee and a team of Scientific Advisors. Membership of these Committees is detailed on the Annual Report.

(iii) Over the years, the charity has awarded over £12 million towards scientific research. We have made a significant contribution to understanding the possible reasons for why some babies die and were pivotal in reducing the rate of SIDS by 84% since 1991.

### 2. Place of work:

The commission holder must be resident in the UK, a graduate researcher and affiliated to an academic institution in the UK.

### 3. Types of assistance covered by the commission:

Up to £82,911 is available to complete the project. This can be used for:

a) **Personal remuneration** for research workers or salaries for graduate or technical assistants working whole time or part time on the commission as well as required travel and university overheads.

b) **expenses** such as the cost of laboratory materials, where these cannot be met from normal departmental resources.

c) **apparatus** required which cannot be provided from Higher Education Funding allocations for departmental apparatus or from other departmental resources.

#### **4. Form of application:**

Applications for the commission should be made to [office@lullabytrust.org.uk](mailto:office@lullabytrust.org.uk). The application should be accompanied by the following document, as indicated on the application form.

- Curriculum Vitae for all applicants

We also request that applicants complete our Diversity and Inclusion Survey at...

#### **5. Supervision of work:**

The commission is intended for the support of the commission holder to conduct the work stated in the commission, they are therefore expected to participate actively in the project. In exceptional circumstances where this will not be the case, the commission holder should state who will be in day-to-day charge of the work.

#### **6. Tenure of the commission:**

The tenure for the commission is specified as from January 2022 to September 2023, in line with project timescales.

#### **7. Salaries:**

(i) The commission holder must consult and obtain the agreement of the appropriate administrative authorities in his/her institution concerning salaries to be paid out of the commission.

(ii) If the rates of pay applicable in the host institution are based on incremental scales, provision for such increments must be included in the application.

#### **8. Submission of applications through heads of departments:**

All applications from research workers in universities, schools or hospitals must be made through the head of the department in which the work is to be carried out; in the case of other research establishments, they must be made through the director.

#### **9. Referees:**

The Lullaby Trust's Scientific Committee and additional independent expert reviewers will submit all applications to rigorous peer review.

#### **10. Commission administered through the host institution:**

The commission will normally be administered through the institution at which the work is to be carried out. For this reason, it is essential that every applicant should ensure that the relevant part of his/her application form is completed by the officer within the central administration of the institution who would be responsible for the commission arrangements.

### **11. Disclosure and publication:**

(i) The commission holder is expected to present and publish the results of research work undertaken, subject to the normal practice of the institution.

(ii) Because of the popular interest in sudden infant death and infant care practices, The Lullaby Trust is often asked to comment on presentations or articles before information is generally available. Prior to publication, The Lullaby Trust must be sent:

- a) pre-prints of abstracts or articles submitted for publication in confidence;
- b) two reprints of publications;
- c) notice of scientific presentations.

iii) The commission holder is obliged to consult The Lullaby Trust before disclosure to the press, media or non-scientific organisations.

(iv) The Lullaby Trust expects that its assistance will be acknowledged in any published communication (including abstracts) on the results of the work either in the text or in a footnote. A paper must not be described as a report to The Lullaby Trust without The Lullaby Trust's express approval.

(v) Commission-aided workers and assistants, even if supported for full-time work, may not describe themselves as The Lullaby Trust's staff: they are employees of the host institution or exceptionally, in receipt of personal remuneration, self-employed persons.

### **12: Publication costs**

The commission should not be used to meet any charge made by a journal for publishing results or reproducing illustrations, or for reprints, except as indicated in the application.

### **13. Reports:**

A report should be submitted as each stage of the commission is completed. The final report should be submitted within 2 months of the termination of the commission. This must include a full commission report and a lay version. Payment of the final settlement will depend upon the requirements of the commission being met.

### **14. Annual reports:**

Commission holders are obliged to supply a brief description of their progress and any findings of general interest each year in August on forms provided. The information contained in these annual reports may be published in The Lullaby Trust's newsletters.

## **15. Human subjects; ethics, data and confidentiality:**

Commission holders will adhere to the Guidelines for the ethical conduct of medical research involving children produced by the RCPCH (Royal College Paediatrics and Child Health) (Archives Dis. Child. 2000.82:1777 – 182) and the Good Clinical Trial Practice guidelines produced by the ABPI (Association of the British Pharmaceutical Industry). Commission holders shall comply with their obligations under applicable data protection legislation, including, as applicable, the Data Protection Act 2018 and General Data Protection Regulation (GDPR). Medical information must be used in accordance with the MRC's 'Responsibility in investigations on human participants and material and on personal information' (Guidance issued by the MRC - Nov 1992). Information leading to the identification of subjects cannot be included in any publication (without the prior agreement in writing of those concerned).

## **16. Appointment of scientific assistants:**

A curriculum vitae for any proposed scientific assistant should, if possible, be sent to The Lullaby Trust for approval before an appointment is offered. The Lullaby Trust reserves the right to withhold approval on the grounds that the individual proposed is not suitably qualified or lacks appropriate experience to carry out the work effectively.

## **17. Expenses and apparatus:**

(i) Us of the commission for expenses or apparatus will be made in the main for special consumable materials or for apparatus of a special kind, the applicants' institution being expected to provide the basic apparatus and services normally required for research.

(ii) The provision for expenses represents the maximum annual expenditure which The Lullaby Trust will be prepared to meet during the period covered by the grant; the sums allocated for particular heads of expenditure must not be exceeded. Funds budgeted under particular headings may be re-allocated to different headings, and funds may also be carried forward for up to one year. Funds may only be re-allocated in this way with the written permission of the Secretary, Scientific Advisory Committee, who shall advise the Treasurer of the intended virement.

(iii) Any apparatus must be purchased ex-VAT. The Lullaby Trust will not reimburse expenses incurred in respect of VAT charged. The procedure to be followed is outlined below:

### **Procedure 1**

- a) If it is possible for the commission holder's department to obtain equipment zero rated for VAT purposed, then it should be ordered through normal channels, making sure VAT exemption is claimed.
- b) The invoice statement excluding VAT should be sent to The Lullaby Trust for payment

### **Procedure 2**

- a) Full details of equipment required should be sent to The Lullaby Trust.

- b) The Lullaby Trust will order, claim VAT exemption and instruct delivery to the commission holder.

### **18. Ownership of apparatus:**

- (i) Apparatus purchased with the commission will normally become the property of the host institution on the following conditions:

- a) the commission holder will have free and unfettered use of it until they have completed the approved research project;

- b) the institution will be responsible for installing and accommodating the apparatus, for operating and servicing costs, and for any relevant insurance. If necessary, the application should include provision for maintenance and insurance costs;

- c) the institution will, during the tenure of the commission, maintain the apparatus in repair or replace it if it cannot be repaired. The Lullaby Trust will, however, be prepared to consider applications for reimbursement of maintenance costs, where relatively expensive contracts are involved, or consider repair or replacement costs. Applications in respect of the cost of repairing apparatus, which was not supplied by The Lullaby Trust, will also be considered where the alternative would be the purchase of new apparatus. The cost will be accepted as a charge against the commission, subject to the prior approval of The Lullaby Trust;

- d) whenever practicable, equipment should be labelled to indicate it was purchased with a commission from The Lullaby Trust;

- e) should the commission holder move to another institution before the completion of the commission, The Lullaby Trust may require the apparatus to be transferred with them;

- f) if the commission is completed or terminates within half the useful life of the equipment, The Lullaby Trust has the right to claim a refund for the current value of the equipment, less expenses incurred in maintenance etc. or to direct that the equipment be transferred elsewhere.

- (ii) In exceptional cases, The Lullaby Trust may retain ownership of the apparatus.

### **19. Travel:**

If travelling is necessary as an integral part of the commission, financial provision should be requested in the initial application.

### **20. Terms of the commission/Administrative arrangements:**

A statement of the terms on which the commission is awarded will be sent to the commission holder who must inform the officer in the central administration of the host institution responsible for carrying out the arrangements (normally the Finance Officer). The decision made by The Lullaby Trust is final.

**21. Starting date:**

The commission is deemed to become effective from the date on which expenditure is first committed (i.e. when a scientific assistant starts work, or when a purchase is made from the expenses allocated). The applicant is asked to inform The Lullaby Trust of the starting date.

**22. Early termination and delays:**

Should the work stop before the end of the expected period of tenure, the termination date should be notified to The Lullaby Trust immediately. The commission holder must also inform The Lullaby Trust if progress is delayed in any way.

**23. Remuneration:**

It is a condition of the commission that the administering institution will accept a person paid from the commission as one of its employees for the duration of the commission. Payment by The Lullaby Trust under the commission will be made in the form of reimbursement to the host institution and not directly to the workers concerned.

**24. Conditions of employment:**

(i) A worker paid from the commission will normally be subject to the salary scales and terms and conditions of service of the employing institution.

(ii) The condition that the salary scales and terms and conditions of service of the employing institution are applied may be varied in the case of an independent research worker awarded the commission which includes his own whole or part time salary and may be varied in the case of a research assistant who, with The Lullaby Trust's agreement, registers for a research degree.

(iii) The Lullaby Trust will refund to the institution administering the commission the amount of employer's contributions for superannuation and national insurance in respect of workers whose salaries are paid under the commission.

**25. Indemnity:**

The Lullaby Trust will not accept responsibility for NHS and university staff who should be covered by their institutions. Similarly, research staff are to be indemnified by their employer against liability, loss, claim or proceedings arising in respect of a) personal injury and b) damage to property.

**26. Redundancy, maternity, sickness payments:**

In providing the commission, The Lullaby Trust is not the employer, and accepts no liability as the employer.

## **27. Purchase of apparatus:**

(i) Unless otherwise stipulated by The Lullaby Trust, orders for apparatus authorised under the commission must be placed by the host institution in accordance with its normal purchasing and contract procedures. **IF** the applicant wishes to obtain apparatus other than that specifically authorised in The Lullaby Trust's awarding letter, The Lullaby Trust's approval must be sought before an order is placed. For larger items of equipment, contact The Lullaby Trust and arrange the purchase so as to obtain VAT exemption.

- (ii) In those cases where The Lullaby Trust has approved the purchase of foreign-made apparatus, the institution should make its own arrangements for applying for remission of import duty.

## **28. Assets produced as a result of the commission:**

In the event that the commission results in a product or procedure of practical or commercial benefit requiring further development, The Lullaby Trust should be informed and retain the rights to be involved in any subsequent action if it so wishes.

## **29. Reimbursement:**

(i) Claims for reimbursement, which must be certified by the applicant or by a responsible officer of the host institution, should be submitted to The Lullaby Trust, addressed to the Head of Finance. Payments may be claimed in arrears on the basis of actual expenditure, and be broken down into budget headings as agreed in the application form. Final claims relating to expenditure should be submitted to The Lullaby Trust within three months of the commission completion date. Payment of the entire final claim may be withheld pending receipt of the final report.

(ii) Other arrangements for reimbursement of the commission may be made in special circumstances.

## **30. Scientific integrity:**

The institution, as the employer, is responsible for all aspects of all aspects of the integrity and conduct of the research.

(i) In the rare event of scientific fraud occurring, The Lullaby Trust wishes to make it clear that it is the responsibility of the employing authority to investigate this. The Lullaby Trust's funding is subject to the employing authority having procedures for dealing with scientific fraud in place. The Lullaby Trust must be informed if this is not so.

(ii) If a case of scientific fraud is suspected in the course of the research then The Lullaby Trust should be notified and kept informed of further developments. At the initial stages of the enquiry, The Lullaby Trust would not normally suspend the commission. However, if adequate steps are not taken to proceed with the investigation, The Lullaby Trust will suspend

the commission. If fraud is proven, The Lullaby Trust will terminate the commission immediately.

### **The Lullaby Trust as Data Controller**

The Lullaby Trust is required to process personal data in order to process the application for the commission, for the purposes of audit, evaluation, management, creating partnerships, and for promoting the work of the Lullaby Trust and the commission.

This personal data shall include information relating to staff, applicants, co-applicants, principal investigators, and other individuals involved in the research conducted under the commission. It shall include such information as names, job titles, work email addresses, CVs, salaries and contact information. This may be disclosed to and processed by external peer reviewers, government and research bodies.