

2nd Phase – KU-IRDP/NTIC Project

# Management and Operation Guidelines

R&BD Program

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## Chapter 1: General Provisions

**Article 1 (Purpose)** This guideline aims to determine the details necessary to efficiently implement the program for technology development support fund (hereinafter referred as “Research and Business Development Support Program, R&BD” as a part of the project for Kathmandu University-Integrated Rural Development Program/Nepal Technology Innovation Center (KU-IRDP/NTIC) through Strengthening Research and Development Capacity of Kathmandu University”(hereinafter referred to as “KU-IRDP/NTIC”) financially supported by Korea International Cooperation Development Agency (hereinafter referred to as "KOICA").

**Article 2 (Definition)** The following are the definition of terms used in this guideline.

1. **“Project Management Consulting”** (hereinafter referred to as “PMC”) means the institution which is designated by KOICA and carried out the contracted task including the facilitation of R&BD support program activities, referring the Jeonbuk National University in South Korea.
2. **“Collaboration Organization”** (hereinafter referred to as “CO”) means the Kathmandu University that collaborates with KOICA and PMC for successful execution of KU-IRDP/NTIC activities including R&BD support program for technology development in Nepal.
3. **“Lead Research Institution”** means the institution such as a university which conduct technology development projects funded by KOICA by an exclusive project agreement with KOICA, KU-IRDP/NTIC and PMC.
4. **“Partner Research Institution”** means an institution (including industry) that participates in a project to jointly carry it out with a lead research institution.
5. **“Participating Institution”** means an institution that participates in a project as a lead research institution or a partner research institution.
6. **“Principal Investigator”** (hereinafter referred to as “PI”) means a Team Leader who is representative of each project team of a lead research institution and is responsible for all activities related to each technology development project.
7. **“Project Team”** means a group of participants that are in-charge of each technology development project as a member of a lead research institution or a partner research institution (including industry) in each project consortium in accordance with each project agreement.
8. **“Project”** means a technology development project which is performed in accordance with a project agreement signed by KU-IRDP/NTIC, the head of lead research institution (Participating Institution) and PMC.
9. **“Project Budget”** means a fund to cover the expenses incurred in the performance of a project, and it is comprised of KOICA’s fund and lead research institution’s matching fund.

10. **“KOICA’s Fund”** means a required amount to cover project expenses/costs that is disbursed to lead research institution from KOICA’s budgets or funds for the purpose of achieving the objectives of this project/program.
11. **“Matching Fund”** means fund to cover a part of project budget that each participating institution shall bear in cash or in-kind, which is calculated by subtracting KOICA’s fund from project budget.
12. **“Royalty”** means an amount that a licensee shall pay in cash or marketable securities to the owner of the deliverable(s) of a project with respect to the right to practice the deliverable(s) of a project.
13. **“Intellectual Property Rights (IPR)”** means to the rights defined by law or the rights to any interest protected by law in relation to patent rights, utility models, trademarks, design rights, copyrights and other intellectual properties.
14. **“License Agreement”** means an agreement between a party who owns the deliverable of a project and a party that desires to practice the deliverable on the details of the license, royalties, the collection method and so forth.
15. **“Deliverable Utilization”** means act of seeking technological or economic benefits by practicing or utilizing the tangible and intangible deliverables produced from execution of a project.

**Article 3 (Project Area)** The projects belonging to the following sectors are supported.

1. Agriculture and Rural Development
2. Alternative and Renewable Energy
3. Health-Related Livelihood Sector
4. Other Projects Related to the Rural Development

**Article 4 (Project Period)**

1. The project begins on the day of the signing of the agreement and runs for the period within 16 months.
2. KOICA may extend the project period depending on the project management situation as per the recommendation from KU-IRDP/NTIC.

**Article 5 (Implementation)**

1. KU-IRDP/NTIC along with the PMC sets up an implementation plan regarding R&BD support program’s direction, budget, schedule, and detailed matters and notifies KOICA.
2. The confirmed implementation plan is described in a public announcement by the KU-IRDP/NTIC team.
3. The public announcement includes the following items.
  - R&BD support program purposes and goals with detailed content.
  - Project evaluation criteria, evaluation procedure and dates.

- Project selection and cancellation plan.
- Miscellaneous program direction and related matters.

### **Article 6 (Scope of Execution)**

Program participants which include the PMC, KU-IRDP/NTIC team, Participating Institution, Principal Investigators and Project Team should follow these guidelines. Other matters not set forth in these guidelines must follow the KOICA's project management and operation guidelines.

## **Chapter 2: Project Management System**

### **Article 7 (PMC and CO)**

1. PMC and CO act as a collaborative organization to manage and operate R&BD support program of KU-IRDP/NTIC efficiently to provide support and management, and to perform evaluation.
2. PMC and CO appoint an executive committee to consult and review important matters of R&BD support programs.
3. In carrying out the task in R&BD support program, KU-IRDP/NTIC and PMC reports the planning process and its result to KOICA.
4. With regard to the project and its tasks, KOICA may request information from the PMC and CO or may request explanation or opinions from parties involved.

### **Article 8 (Executive Committee)**

1. The executive committee consists of six persons including a chairperson appointed by the agreement between KOICA, PMC and CO. The Chairperson of the committee will be from the PMC. The composition of the committee will be 1 from KOICA, 2 from PMC and 3 from CO (being a project execution organization).
2. The executive committee implements the following items;
  - Detailed implementation plan of the R&BD support program and its follow-up processes.
  - Organization and operation of projects management support team.
  - Organization and operation of evaluation committee.
  - Selection, mid-term, and final evaluation planning, on-site inspection and follow-up process.
  - Fund execution, management, and all related matters.
  - Inspection, analysis, and evaluation of project results.
  - Application and promotion of project results and related matters.
  - Other miscellaneous matters that KOICA or PMC or CO deems necessary for evaluation, management, and support of the projects.

3. The executive committee' decision is made by a majority of committee members present and the chairman has the casting vote when the votes are tied.
4. The executive committee reports the results of the committee's review and decision to PMC and CO immediately.
5. The executive committee reports their activity status to PMC, KOICA and CO at least two times during the project period.

#### **Article 9 (Project Management Support Team)**

1. The CO establishes and operates a team exclusively for handling the executive committee's missions and tasks and provides administrative support for the executive committee.
2. The expenses, personnel and office for running the project management support team will be supported as per the initial memorandum of agreement signed between KOICA and CO.
3. The project management support team is operated under the direction of the KU-IRDP/NTIC Team Leader in CO and is responsible for each of the following tasks.
  - Call for technology development project application, process the project applications, and prepare the decision in the executive committee
  - Assist the evaluation committee in proposal evaluation and project selection.
  - Advise lead research institutions on preparation and implementation of the project
  - Monitor all running projects in behalf of the executive committee, call for project reports, assess the progress and present the reports to the executive committee.
  - Other miscellaneous matters regarding the project.
4. The executive committee deems that the project management support team is unsuitable or is not performing the responsibilities competently, it can be altered via the CO.

#### **Article 10 (Evaluation Committee)**

1. For the efficient management of the project's evaluation and other support, an evaluation committee shall be established as per evaluation phase and required fields. With regard to the committee's establishment and management, the executive committee is in agreement between the PMC and CO and the result must be reported to the PMC and CO.
2. The evaluation committee's roles are as follows.
  - Projects selection
  - Mid-term and final evaluation
  - Other miscellaneous matters regarding evaluation
3. The executive committee obtains a sufficient evaluator pool of Korean and Nepalese experts from academic fields, industrial fields, research institutions, and government institutions.
4. The executive committee excludes experts who have relation with evaluated projects or researchers who participate in an evaluated project for maintaining the fairness of evaluation.

5. The evaluation committee assess project proposals and other submitted documents by various ways such as presentation evaluation, documentary evaluation, on-site visit evaluation, or discussion evaluation.

#### **Article 11 (Lead Research Institution)**

1. The head of the lead research institution in which a PI is affiliated, has the following responsibilities.
  - Submission of project plan and other documents for fund support application.
  - Signing of the project agreement and overall project management and support.
  - Providing personnel, facilities, space, and equipment needed to carry out a project and supporting administrative processes.
  - Maintenance of the administrative and financial system needed to carry out a project.
  - Payment of matching fund (cash or in-kind).
  - Management and reporting of project expenses.
  - Submission of mid-term and final report.
  - Submission of report on the utilization of project results.
  - Ensuring safety in the project and compensation in accidents.
  - Complying with ethical requirements, legal rules and regulations.
  - Notifying corruption cases in the course of a project.
  - Participating in performance exhibition and presentation of project results.
  - Management of research notes.
  - Miscellaneous matters that the executive committee deems necessary.
2. The lead research institution can jointly carry out a project with other research institutions (including industries) according to project agreement.
3. The head of the lead research institution immediately notifies to the executive committee of any major changes such as partner research institution's bankruptcy or closing, or changes in principal investigator's identification or position.

#### **Article 12 (Partner Research Institution)**

The head of the partner research institution which jointly carries out a project with the lead research institution has the following responsibilities;

1. Participation and collaboration for a project.
2. Cooperation for signing of the project agreement and overall project management.
3. Providing personnel, facilities, space, and equipment needed to carry out a project and supporting administrative processes.
4. Maintenance of the administrative and financial system needed to carry out a project.
5. Payment of matching fund.
6. Management and reporting of project expenses.
7. Supporting submission of mid-term and final report.
8. Supporting submission of report on the utilization of project results.
9. Ensuring safety in the project and compensation in accidents.
10. Complying with ethical requirements, legal rules and regulations.



11. Notifying corruption cases in the course of a project.
12. Participating in a performance exhibition and presentation of project results.
13. Management of research notes.
14. Miscellaneous matters that the executive committee deems necessary.

### **Article 13 (Principal Investigator)**

1. The principal investigator who conducts a technology development project comprehensively is qualified for the following items;
  - Regular researcher, faculty or staff who officially belongs to the lead research institution.
  - Excellent experience and ability in the project area.
2. The principal investigator has following responsibilities;
  - Preparation and submission of project proposal.
  - Determining project contents and execution method.
  - Requisition and operation of the project expenses.
  - Coordination and supervision of project tasks.
  - Preparation of presentation of mid-term and final report, project results utilization reports, etc.
  - Promotion and utilization of project results.
  - Participating in project results exhibition and presentation.
  - Inspection and adjustment of project progress.
  - Managing employment and securing safety of project participants.
  - Composition and evaluation of participating personnel.
  - Miscellaneous matters that the executive committee deems necessary.
3. As for the replacement of the principal investigator, prior approval from the executive committee is required. The executive committee consults with the PMC and CO before approval.

## **Chapter 3: Organization and Management of Project Team**

### **Article 14 (Project Consortium)**

1. If a project is carried out jointly, the project consortium agreement among the lead research institution and partner research institution is required and the project consortium agreement is accompanied by the project proposal.
2. The project consortium agreement includes the following items;
  - Roles and responsibilities of participating institutions.
  - Contact/communication method.
  - Sharing method of physical assets and knowledge assets generated through the project.
  - How to resolve disputes.

- Management of partnership.
  - Contribution requirements.
  - Miscellaneous important matters related to the joint execution of the project
3. The lead research institution has authorities and responsibilities in the tasks, project management, budgeting, accounting, etc. of lead research institutions in the project consortium.

#### **Article 15 (Composition of Project Team)**

1. The participants in a project team are the members of lead research institution(s)
2. Participants may include undergraduate, graduate, and PhD students, researchers who are regular member of lead research institution(s) or are temporarily employed by the head of lead research institutions for a project.

### **Chapter 4: Application and Selection of Project**

#### **Article 16 (Application)**

The team leader/PI of the lead research institution intended to participate in the program submits a project proposal and related documents in the required format to the project management support team.

#### **Article 17 (Selection Evaluation)**

1. The executive committee establishes an evaluation plan for evaluation of project proposals and organizes the evaluation committee.
2. The project management support team conducts a preliminary review of submitted project proposals in light of the requirements, redundancy, restriction on participation and other eligibility to determine whether or not to further evaluate it, and it may conduct onsite inspection and interview, if deemed necessary.
3. The evaluation committee evaluates project proposals considering each of the following items;
  - Rationale, necessity, objectives, details and implementation method, and expected results of a project.
  - Capacity to carry out the project.
  - Operating structure of the project and sharing of roles and responsibilities among participating research institutions.
  - Whether the facilities and equipment installation are required and appropriate for the performance of a project.
  - Appropriateness of the amount of project budget and the duration of the project period.
  - Redundancy with projects that had been already carried out or currently being carried out under other research and development programs.
  - Possibility of deliverable utilization.

- Appropriateness of a safety measure implementation plan with the performance of a project (e.g., lab safety).
  - Implications for rural development.
  - Implications for capacity building in R&BD support program.
4. For the purpose of project proposal review and evaluation, with the prior consent from CO, if necessary, the PMC may separately determine and apply the preferential criteria and penalty criteria.
  5. The executive committee may request the applicants of similar or overlapped project proposals to merge their proposals or form a consortium for collaborative research and re-submit the proposal. In such a case, if the lead research institution or principal investigator does not submit an improved proposal by the given due date, the executive committee may exclude the project with prior consultation with PMC and CO.
  6. Results and overall review comments listed by the evaluation committee members are reported to the PMC and CO.
  7. The PMC and CO jointly reports the results of selection evaluation to KOICA.

#### **Article 18 (Confirmation of Projects Selection)**

1. Through the comprehensive evaluation of the project proposal, KOICA finally approves and notify PMC and CO, which in turn notifies it to the executive committee, heads of the lead research institution and principal investigators.
2. If there is reason to disqualify a selected lead research institution or a principal investigator or partner research institution before entering into agreement or if there is reason to cancel the agreement either KOICA or PMC or CO may revoke the selection of such project.

### **Chapter 5: Signing of Project Agreement and Cancellation**

#### **Article 19 (Signing Project Agreement)**

1. KU-IRDP/NTIC, the head of lead research institute and PMC sign the agreement prepared in a due from in no later than 15 days from the date of notification of the selection results.
2. The agreement states the following items;
  - Project period agreement and person signing the agreement.
  - Project plan and goal.
  - Matters regarding fund support.
  - Matters regarding fund management and execution.
  - Matters regarding amendments to the agreement and agreement cancellation.
  - Miscellaneous matters regarding participants' salary and project conditions.
3. The executive committee checks whether the agreement has been fulfilled with honesty by the project team periodically.

## **Article 20 (Agreement Amendment)**

1. KOICA or the PMC may amend the agreement if any of the following items occurs.
  - If amendments were requested by the head of a lead research institution regarding the PI, project goal, project period, etc.
  - If amendments are necessary due to KOICA's budget issues or mid-term evaluation results, etc.
  - Miscellaneous matters that KOICA or the PMC or CO or the executive committee deems necessary.
2. If a PI wishes to amend the agreement, the PI submits a formal request in the name of the head of the lead research institution along with documentary evidence to the PMC.
3. The PMC may request the executive committee to review and decide whether the request for the amendment of the project agreement by the head of the lead research institution should be approved.
4. The PMC notify the result of the request for the amendment of the project agreement to the head of the lead research institution within 30 days.
5. Any formal amendments to the agreement or project announcement are agreed to by KOICA prior to amendment.

## **Article 21 (Cancellation of the Project Agreement)**

1. The executive committee may cancel the project agreement at any time for any of the following reasons;
  - If the head of the lead research institution or project investigator did not fulfill an important provision on the agreement.
  - If the project is found to have been selected via illegal methods, such as false documentation.
  - If the project team including PI violates guidelines or legislation during project execution, such as misuse and any other form of embezzlement of KOICA's fund.
  - If the project team including PI neglects and is indifferent to the request for improvement from KOICA or PMC or CO.
  - If the project team's progress and results are poor.
  - If PI voluntarily gives up the project.
  - If the project's progress is found to be incomplete and difficult to achieve the expected results.
2. If the PMC wishes to cancel a project, it is reported to KOICA prior to cancellation.
3. If the PMC wishes to cancel a project, the project investigator and its lead research institution are notified.
4. If the head of lead research institution has objections from notification on project cancellation, the objections must be submitted to the executive committee within 7 days of receiving the notice.
5. A formal objection and its follow up procedures by the executive committee's cancellation are reported to the PMC and collaboration organization.
6. If project cancellation is confirmed, the head of lead research institution should submit the account balance report and return the balance of fund within 30 days of cancellation confirmation Depending on the reason for cancellation, a portion or entire fund amount

can be recollected. In deciding the amount of recollection, an evaluation panel may be formed to review project achievement. Also, restrictions on participation in fund support programs funded by KOICA may be applied.

7. If the PMC orders the recollection in accordance with Clause 6, minimal funds can be held back if necessary. If so, prior approval from KOICA must be attained.
8. The recollected funds from Clause 7 may be used toward additional support of other project team, or for miscellaneous project management purposes.

## **Chapter 6: Project Inspection and Evaluation**

### **Article 22 (Inspection and Report)**

1. The executive committee or the project management support team may carry out frequent inspections, such as inspections of the project progress, fund execution, etc., and may implement on-site inspections if necessary.
2. The project management support team reports the results of the inspection to the executive committee immediately.
3. Depending on the results of inspection, the executive committee may request improvements and supplemental actions.
4. If the executive committee judges that a project team has certain problems, fund execution may temporarily be put on hold.
5. If the executive committee orders temporary holding of fund execution, the reason for the temporary holding and future decisions should be reported to the PMC and CO.
6. The necessary joint instructions from the PMC and CO may be provided to the executive committee.

### **Article 23 (Mid-Term Evaluation)**

1. The executive committee implements the mid-term evaluation in order to inspect project progress and results and also to make project adjustments and improvements.
2. The mid-term evaluation is conducted by oral presentation and field inspection in the onsite of the project.
3. The executive committee plans the mid-term evaluation that includes the following matters for joint-approval by the PMC and CO:
  - Evaluation objectives and scope.
  - Evaluation content and method.
  - Evaluation period.
  - Project cancellation due to poor results and a follow up plan of evaluation results
  - Miscellaneous important matters related to evaluation.
4. PI prepares a mid-term evaluation report to be submitted to the executive committee.

#### **Article 24 (Final Evaluation)**

1. For overall evaluation of the project, final evaluation is implemented at the end of the project.
2. The executive committee plans the final evaluation for the joint-approval by the PMC and CO before notifying the principal investigator.
3. In order to carry out the final evaluation plan, evaluation may be consigned to an outside institution if necessary.
4. The project team prepares and submits the final report for evaluation to the executive committee 1 month before the end of project.

#### **Article 25 (Objections)**

Based on the results from the selection, inspection, mid-term or final evaluation, objections from the head of the lead research institution may be filed within 10 days according to the rules and regulations of KU.

#### **Article 26 (Follow-up Actions Based on Evaluation Result)**

1. The Executive Committee plans possible follow-up actions based on the evaluation result and submits these to KOICA, PMC and CO.
2. Based on the results of the final evaluation, KOICA or PMC and CO may take the following action.
  - Restriction of the participation in the fund support program funded by KOICA will be applied that receive the lowest evaluation grade.
  - Fund recollection, or score deduction in project selection evaluation for the fund support program funded by KOICA will be applied for participants of the project team that did not fulfill the project agreement and failed to achieve the expected outcome.
3. KOICA may reward the project team and participants with excellent evaluation results.

#### **Article 27 (Request for Information)**

1. To carry out on-site inspections, mid-term or final evaluation, the executive committee or the project management support team may take the following actions;
  - Request information in regards to inspection or evaluation.
  - Request the presence of the project's PI.
  - Request on-site visits.
2. The request for information to carry out on-site inspections, mid-term or final evaluation must be answered/justified by the project's PI except for unavoidable circumstances.

## Chapter 7: Project Budgeting and Accounting

### Article 28 (Calculation of Project Budget)

1. The project budget is supported from the commencement date of the project. However, the project selected after the commencement date is supported according to the period indicated in the agreement.
2. The project budget is composed of KOICA's fund and lead research institute's matching fund which is calculated in cash or in kind.
3. KOICA's fund to finance part of a project budget depends on the type of lead research institution and the proportion of KOICA's fund in the project budget.

Type of lead research institution	Proportions of fund supported by KOICA
University	Not more than 90% of project budget

4. KOICA's fund is calculated only on labor cost, materials purchasing cost and overhead cost.
5. It is not allowed to purchase any equipment (ex. equipment for the testing of prototypes). Instead, we recommend to use equipment owned by participating organizations in technology development, and rent only if other equipment is required and NTIC-owned equipment, KU-owned equipment (with standard charges as per the guidelines), or if necessary, should sent to national laboratories or to Korea. When renting, PI of project team must obtain KU-IRDP/NTIC approval in advance.
6. The lead research institution shall be allowed to allocate 5% overhead cost.
7. For effective management purposes, PMC and CO may jointly decide when and how to provide KOICA's fund (at once, installment basis, milestone base etc.)

### Article 29 (Matching Fund)

1. The matching fund is borne in cash or in kind by lead research institutions.
2. The percentage of the matching fund by lead research institution should be 10% (cash or in-kind).

### Article 30 (Accounting)

1. The project budget is to be transferred into the lead research institution's account.
2. A separate account must be opened to manage the project budget.
3. If a project is jointly carried on with a partner research institution, a part of the project budget can be transferred to the partner research institution according to the policy of the lead research institution, but the head of lead research institution and PI should have responsibility and authority in execution and settlement of the project budget.

### Article 31 (Execution Plan of Project Expenses)

1. The participants/project's principal investigators submit a detailed execution plan of project expenses to KU-IRDP/NTIC and the PMC.

2. When submitting an execution plan of project expenses, the standard format will be set and must reflect the execution plan as per the Guideline for R&BD Budgeting and Accounting.

#### **Article 32 (Execution of Project Expenses)**

1. The head of lead research institution is responsible to manage the project expenses whereas the PI or project team cannot execute/manage project expenses individually.
2. All execution of project expenses is based on the execution plan. PI or the head of the central management department stores the documentary evidence such as internal expense report, and approval of purchase, etc.
3. Project expenses are executed in the form of an account transfer, if impossible, the use of a cash is allowed within "Guideline for R&BD Budgeting and Accounting". However, overhead cost is allowed to be managed according to the lead research institution's regulation.
4. Miscellaneous matters regarding fund execution follow "Guideline for R&BD Budgeting and Accounting Guideline "

#### **Article 33 (Interest)**

Interest earned from the project budget may be used after adding to the principal amount.

#### **Article 34 (Settlement and Expense Record)**

1. The balance from KOICA's fund must be returned at the end of the project.
2. The head of Lead Research Institution submits the expense record for the project to the PMC and CO within 30 days before the end of project.
3. The matters required for the settlement and project expense should follow "Guidelines for R&BD Budgeting and Accounting". In addition, PMC and CO may jointly set the matters regarding the settlement and expense record.

### **Chapter 8 Follow-up Management and Deliverable Utilization**

#### **Article 35 (Ownership of Deliverables, etc.)**

1. Tangible deliverables generated in performance of a project including equipment, facilities and prototypes shall be jointly owned by the lead research institution and KU-IRDP/NTIC. Provided that the ownership of a tangible deliverable that a partner research institution has acquired as stipulated in its proposal belongs to the partner research institution.
2. Intangible deliverables including intellectual property rights, copyright of a report, and research notes generated in performance of a project are jointly owned by the lead research institution and the KU-IRDP/NTIC produced through research and development. The deliverable developed by the multiple participating research institutions has joint ownership which shall be determined based on the level of contribution as stipulated in proposal (operating plan, operating structure, specific roles and responsibilities assigned to each participating institution, composition of a project budget and so forth).



3. The profits from commercialization (technology transfer, licensing out) of developed technology will be distributed among KU-IRDP/NTIC, PI. The profit share agreement will be done prior to the commercialization.
4. Notwithstanding the clauses **1** through **2**, if an event set forth in any of the following cases occurs, the ownership of tangible or intangible deliverables is owned by the KU-IRDP/NTIC.
  - Where it is deemed necessary for the purpose of utilization of project results for public interest.
  - Where an organization that owns the deliverables is located in a foreign country.
  - Where a profit lead research institution that had originally intended to become the licensee of a project deliverable is delaying its practice without justifiable reasons.
  - Where it is deemed inappropriate for a lead research institution to own a deliverable.
5. As for a project on which royalties shall be collected, if an event set forth in each of the following cases occurs, a lead research institution may assign the deliverables acquired to other appropriate organizations (domestic organizations shall be given priority). Provided that if a lead research institution renounces its rights to a deliverable, such deliverable may be assigned free-of-charge to the principal investigator who actually performed the project.
  - Where a lead research institution that possesses the tangible or intangible deliverables has fully paid the executive committee royalties as set forth in applicable regulations;
  - Where the project concerned does not fall under cases that assignment of such deliverables is prohibited by these guidelines or other related regulations or agreement
6. The head of a lead research institution who intends to apply or register intellectual property rights as a project result should take measures set forth in each of the following items;
  - As for intellectual property rights (IPR) applied for or registered in Nepal or in a foreign country, an IPR application form or registration application form and evidentiary documents are submitted to the executive committee in the form of an attachment to a result report: Provided, that if it necessary to postpone submission of related documents to improve the quality of patent specifications and so forth, the head of a lead research institution notify the executive committee.
  - In case where intellectual property rights are applied for or registered in Nepal, a project number, an administrative organization that provides the funding (KOICA) and a project title are not be omitted, and the intellectual property rights are applied for or registered under the name of a lead research institution and KU-IRDP/NTIC of the project concerned.

- In case where intellectual property rights registered in Nepal or other countries are terminated as they are relinquished, the upcoming termination should notify to the executive committee.
7. The head of a lead research institution is responsible for maintaining and managing the tangible and intangible deliverables acquired in the process of performing a project, and such tangible and intangible deliverables should not be disposed of arbitrarily without any acceptable reasons.

#### **Article 36 (Disclosure of Project Result and Promotion of Utilization)**

1. The executive committee distributes or discloses the list of final reports and abstracts to lead research institutions, industries, academia concerned and so forth.
2. In the event of any of the following items, however, clause 1 does not apply during a non-disclosure period. Provided, that in the event of exceptional cases that require extension of such non-disclosure period, it can be extended by up to one year and six months if approved by the executive committee no later than three months prior to the project investigation day:
  - Where the head of a lead research institution requests postponement of disclosure to acquire Intellectual Property Rights: up to one year and six months.
  - Where the head of a lead research institution requests non-disclosure for justifiable reasons such as protection of trade secrets.
3. The executive committee may take necessary measures such as connecting another research and development program, a technology transfers program, an infrastructure construction program and a standardization program to promote the utilization of the results of such programs.
4. In case where a lead research institution intends to transfer the deliverable of a project in its possession by means of assignment, licensing, technology consultation, collaborative research, joint venture, mergers and acquisitions (M&A) and so forth, the executive committee should be notified.

#### **Article 37 (Collection and Management of Royalties)**

1. Kathmandu University Nepal technology innovation center is allowed to collect royalties from an organization that intends to become a licensee to use the deliverable of a project.
2. The executive committee may designate projects whose deliverable is deemed necessary to be publicly utilized to promote the utilization of the deliverable as a royalty-free project for the purpose of the call for proposals.
3. When a non-profit lead research institution enters into a license agreement with the head of a licensee organization, the parties may determine the particulars of royalty rates, collection method, and so forth through mutual consultation.
4. A lead research institution that owns the deliverable of a royalty-free project shall not collect royalties from the licensee of the said deliverable: Provided, that the same may not apply to actual expenses incurred from technology transfer.

### **Article 38 (Deliverable Utilization Report and Evaluation Following the Closing of a Project)**

1. The head of lead research institution prepares a deliverable utilization report in a due form and submits it to the executive committee annually for five years from the subsequent year of the project closing: Provided, that in case where it is deemed unnecessary to submit a deliverable utilization report, such as a project classified as “Performed without good faith”, a deliverable utilization report is omissible.
2. Each year, the executive committee conducts a comprehensive analysis of the deliverable utilization reports and reports to KOICA.
3. KOICA may have the collaboration organization evaluate deliverable utilization for search and analysis of the status of utilization, project/program effects, and so forth of a completed project, and reflect the result of the evaluation in pursuing the KU-IRDP/NTIC.

### **Article 39 (Comprehensive Program Result Analysis)**

1. KOICA may have the collaboration organization carry out each of the following activities to comprehensively supervise the utilization and management of deliverables.
  - Collection and organization of projects results through research and analysis, such as deliverable utilization reports.
  - Comprehensive result analysis of project based on collected data and deliverable utilization reports and so forth.
  - Organization and operation of a consultative body for research and analysis of project results.
  - Other matters deemed necessary for research, analysis and assessment of project results by KOICA.
2. CO may investigate the results of ongoing or completed projects in cooperation with each lead research institution and it may call for each lead research institution to submit related data in person and verify the collected data.
3. CO may carry out the comprehensive analysis of project results based on the documents on results, such as deliverable utilization reports, on a yearly basis and report the findings to the KOICA.

### **Article 40 (Securing of Research Ethics)**

The lead research institution, project investigator and research participants in technology development projects observes research ethics in carrying out their project.

### **Article 41 (Restrictions on Participation and Restitution of Project Budget from Problematic Projects)**

1. KOICA or PMC or CO restrict organization, groups, their officials and employees from participating in the technology development fund support program funded by KOICA in the event of any of the following items;
  - Where the details of a project are divulged or disclosed without justifiable procedures.
  - Where intellectual property rights that are the deliverables of a project have been applied or registered under the name of an employee/officer, a PI or a research participant without any justifiable reason.

- Where a project is abandoned or terminated without any justifiable reason.
  - Where the outstanding balance for settlement or an amount subject to restitution has not been paid.
  - Where a project result report (progress, mid-term report, and final report) or a report on reasons, a project execution report, and a budget disbursement report or a deliverable utilization report has not been submitted or is found to have been falsely prepared.
  - Where a project budget has been used for any purposes other than the originally agreed such as misuse.
  - Where the matching fund to be borne under the agreement had not been born.
  - Where royalties had not been paid without any justifiable reason.
  - Where a project had been carried out through falsehood or other dishonest means.
  - Where other acts in breach of the agreement are found.
2. In any of the items of clause 1, PMC and CO may jointly decide to withdraw part of all of the already- disbursed KOICA's fund. In the event that the project concerned is found to fall under at least two of the items of clause 1, PMC and CO may jointly decide to withdraw the sum of the amounts subject to restitution for each reason within the total amount of the already-disbursed KOICA's fund as per the rules and regulation of Government of Nepal.
  3. Matters regarding punitive measures and restitution of KOICA's fund may be deliberated by the executive committee or a separately-composed committee.
  4. In case where PMC and CO intend to restore KOICA's fund, it restitutes the fund in cash, in principle, and it reports to KOICA on the restituted fund and revert it to the state coffers.

## **Chapter 9: Administrative Matters**

### **Article 42 (Acknowledgement)**

1. Project results (e.g., papers) derived through participation in the project, supported by KOICA's fund, indicate proper acknowledgement.
2. Project results not properly acknowledged as part of the project are not accepted for midterm evaluation, or final evaluation.

### **Article 43 (Enactment of Guideline)**

1. KOICA or PMC or CO may enact and enforce a separate guideline for project management.
2. Where the PMC and CO are enacting and enforcing other guidelines, prior approval by the KOICA is necessary.

### **Article 44 (Necessity of Information Submission)**

It is necessary to submit information requested by KOICA or PMC or CO such as project team status, execution status, research progress and results, etc.

**NOTE: The guidelines shall be amended considering the current COVID-19 pandemic.**