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**The Project for Integrated Rural Development of Nepal through Strengthening  
Research and Development Capacity of Kathmandu University (2017-2020)**

**Guidelines for Pilot Program Management and Operation**

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**August, 2018**



## - Contents -

|  |           |
|--|-----------|
| <b>Chapter 1: General Provisions</b> .....                               | <b>3</b>  |
| <b>Chapter 2: Project Management System</b> .....                        | <b>5</b>  |
| <b>Chapter 3: Organization and Management of Project Team</b> .....      | <b>10</b> |
| <b>Chapter 4: Application and Selection for Project</b> .....            | <b>10</b> |
| <b>Chapter 5: Signing of Agreement and Amendments</b> .....              | <b>12</b> |
| <b>Chapter 6: Project Inspection and Evaluation</b> .....                | <b>14</b> |
| <b>Chapter 7: Project Budgeting and Accounting</b> .....                 | <b>17</b> |
| <b>Chapter 8: Follow-up Management and Deliverable Utilization</b> ..... | <b>19</b> |
| <b>Chapter 9: Administrative Matters</b> .....                           | <b>24</b> |

## Chapter 1: General Provisions

**Article 1 (Purpose)** This guideline aims to determine the details necessary to efficiently implement the pilot program for technology development grant support (hereinafter referred to as "Pilot Program") as a part of "The Project for Integrated Rural Development of Nepal through Strengthening Research and Development Capacity of Kathmandu University" (hereinafter referred to as "IRDP") financially supported by Korea International Cooperation Development Agency (hereinafter referred to as "KOICA").

**Article 2 (Definition)** The following are the definitions of the words used in this regulation.

1. **"Project Management Consulting"** (hereinafter referred to as "PMC") means the institution which is designated by KOICA and carries out the contracted tasks including Pilot Program management and operations, referring the consortium of Science & Technology Policy Institute and Chonbuk National University in South Korea.
2. **"Collaboration Organization"** means the institution which collaborates with KOICA and PMC for successful IRDP including pilot program for technology development in Nepal, referring Kathmandu University.
3. **"Lead Research Institution"** means the institution such as a university, a research institute, a company or a NGO which conducts a technology development project funded KOICA by an exclusive project agreement with KOICA 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. **"Project investigator"** means a project leader who is representative of each project team as a regular member 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 PMC and the head of lead research institution.
9. **“Project Budget”** means a fund to cover the expenses incurred in the performance of a project, and it is comprised of KOICA’ grant and participating research institution’s matching fund.
10. **“KOICA’s Grant”** means a required amount to cover project expenses/costs that is disbursed to participating institutions from KOICA budgets or funds for the purpose of achieving the objectives of this pilot program.
11. **“Matching Fund”** means a 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 grant 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 (hereinafter referred to as “License”).
13. **“Intellectual Property Rights (IPR)”** means 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 an 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. Agricultural and Rural Development Sector
2. New and Renewable Energy Sector
3. Health related Livelihood Sector
4. Other projects judged to be related to Integrated Rural Development

**Article 4 (Project Period)**① The project begins on the day of the signing of the agreement and runs for a period of maximum 1.5 years.

② KOICA may retroactively shorten or extend the project period depending on the project management situation.

**Article 5 (Implementation Plan)**① The PMC sets up an implementation plan regarding pilot program's direction, budget, schedule, and detailed matters in collaboration with KU-IRDP team and notify KOICA.

② The confirmed implementation plan is described in a public announcement by the PMC and KU-IRDP team.

③The public announcement includes the following items;

1. Pilot programs' purposes and goals with detailed content
2. Project evaluation criteria, evaluation procedures, and dates
3. Project selection and cancellation plan
4. Miscellaneous program direction and related matters

**Article 6 (Scope of Execution)**Pilotprogram participants which include the PMC, KU-IRDP team, participating research institutions, project investigators, and project teams follow theseguidelines. Other matters not set forth in theseguidelines must follow the KOICA's projects management and operation guidelines.

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

**Article 7 (PMC and Collaboration Institution)**① KOICA may appoint a PMC and a collaboration organization to manage and operate pilot program efficiently to provide support and management and to perform evaluation.

②The PMC and collaboration organization appoint an executive committee to consult and review important matters of pilot program.

③In carrying out the tasks in pilot program, the PMC reports planning process and its result to KOICA.

④With regard to pilot program and its tasks, KOICA may request information from the PMC and collaboration organization or may request explanation or opinions from parties involved.

**Article 8 (Executive Committee)**① The executive committee consists of six persons appointed by the agreement between KOICA, PMC and collaboration organization and a Korean member among the committee members becomes the chairman of the committee.

② The executive committee implements the following items;

1. Detailed implementation plan of pilot program and its follow-up processes
2. Organization and operation of program management support team
3. Organization and operation of evaluation committee
4. On-site inspection, selection evaluation, mid-term evaluation, and final evaluation planning and follow-up process
5. Grant execution, management, and all related matters
6. Inspection, analysis, and evaluation of project results
7. Application and promotion of project results and related matters
8. Other miscellaneous matters that KOICA or PMC or collaboration organization deems necessary for evaluation, management, and support of pilot program

③ The executive committee's decision is made by 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 collaboration organization immediately.

⑤ The executive committee reports their activity status to PMC and collaboration organization at least once a quarter.

**Article 9 (Program Management Support Team)**① The collaboration organization establishes and operate a team exclusively for handling the executive committee's missions and tasks and providing administrative supports for the executive committee.

② The expenses, personnel and office for running the program management support team is supported by the collaboration organization.

③ The program management support team is operated under the direction of the IRDP principal investigator in collaboration organization and is responsible for each of the following tasks.

1. Call for technology development project application, processes the project applications, and prepares for the decision in the executive committee
2. Assist the executive committee in proposals evaluation and project selection

3. Advise research institutions on preparation and implementation for the project
4. Monitor all running projects on behalf of the executive committee, call for project reports, assess the progress and present the reports to the executive committee
5. Provide administrative supports for the executive committee and PMC
6. Other miscellaneous matters regarding pilot program

④The executive committee deems that the program management support team is unsuitable or is not performing the responsibilities competently, it can be altered via the collaboration organization.

**Article 10 (Evaluation Committee)**① For the efficient management of the projects evaluation and other support, an evaluation committee maybe 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 collaboration organization and the result must be reported to the PMC and collaboration organization.

② The evaluation committee's roles are as follows

1. Projects selection
2. Mid-term evaluation, and final evaluation
3. 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.

④In formation of the evaluation committee, the executive committee excludes experts who have relation with evaluated project or researchers who participate in an evaluated project for maintaining the fairness of evaluation.

⑤ The evaluation committee may 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 lead research institution in which a principal investigator is affiliated, has the following responsibilities.

1. Submission of project plan and other documentation for grant support application
2. Signing of the project agreement and overall project management and support

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. Submission of mid-term and final report
8. Submission of report on the utilization of project results
9. Ensuring safety in the project and compensation in accident
10. Complying with ethical requirements, legal rules and regulations
11. Notifying corruption cases in the course of a project
12. Participating in performance exhibition and presentation of project results
13. Management of research notes
14. 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 lead research institution immediately notifies to the executive committee of any major changes such as a partner research institution's bankruptcy or closing, or changes in project investigator's identification or position.

**Article 12 (Partner Research Institution)** The head of partner research institution which jointly carries out a project with 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 accident
10. Complying with ethical requirements, legal rules and regulations
11. Notifying corruption cases in the course of a project

12. Participating in 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)**①The principal Investigator who conducts a technology development project comprehensively is qualified for the following items;

1. Regular researcher, faculty or staff who officially belongs to the lead research institution
2. Excellent experience and ability in the project area

②The principal investigator has following responsibilities;

1. Preparation and submission of project proposal
2. Determining project contents and execution method
3. Requisition and operation of the project expenses
4. Coordination and supervision of project tasks
5. Preparation of presentation of mid-term and final report, project results utilization reports, etc.
6. Promotion and utilization of project results
7. Participating in project results exhibition and presentation
8. Inspection and adjustment of project progress
9. Managing employment and securing safety of project participants
10. Composition and evaluation of participating personnel
11. 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 collaboration organization before approval.

④ For the project investigator of a partner research institution, clause 1 - 3 are applied.

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

**Article 14 (Project Consortium)**①If 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.

②The project consortium agreement includes the following items;

1. Roles and responsibilities of participating institutions

2. Contact method
  3. Sharing method of physical assets and knowledge assets generated through the project
  4. How to resolve disputes
  5. Management of partnership
  6. Contribution requirements
  7. 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 participating institutions in the project consortium.

**Article 15 (Composition of Project Team)** ① The participants in a project team are members of participating institutions.

② Participants may include undergraduate, graduate, and Ph.D program students, researchers who are regular member of participating institutions or are temporarily employed by the head of participating institutions for a project.

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

**Article 16 (Application)** The head of the lead research institution intended to participate in pilot program submits a project proposal and related documents in the required format to the program management support team.

**Article 17 (Selection Evaluation)** ① The executive committee establishes evaluation plan for evaluation of project proposals and organizes the evaluation committee.

② The program 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;

1. Rationale, necessity, objectives, details and implementation method, and expected results of a project

2. Capacity to carry out the project
  3. Operating structure of the project and sharing of roles and responsibilities among participating research institutions
  4. Extent to which facilities required for the performance of a project concerned has been secured and appropriateness of equipment installation;
  5. Appropriateness of the amount of project budget and the duration of the project period;
  6. Redundancy with projects that had been already carried out or currently being carried out under other research and development programs
  7. Possibility of deliverable utilization;
  8. Appropriateness of a safety measure implementation plan in connection with the performance of a project (e.g. lab safety)
  9. Implications for rural development
  10. Implications for capacity building in R&D
- ④ For the purpose of project proposal review and evaluation, the PMC may separately determine preferential criteria and penalty criteria and apply either of the criteria to proposals.
  - ⑤ The PMC may request the applicants of similar or overlapped project proposals to merge their proposals or form a consortium for collaborative research and re-submit of a proposal. In such case, if the lead research institution or project investigator does not submit an improved proposal by the given due date, PMC may exclude the project from candidate projects that will receive funding.
  - ⑥ The evaluation result including the list of the evaluation committee members and overall review comment is reported to the PMC and collaboration organization.
  - ⑦ The PMC reports to KOICA on the results of the selection evaluation.

**Article 18 (Confirmation of Projects Selection)** ① Through the comprehensive deliberation of the result of project proposal evaluation, budgetary availability, the direction and purposes of pilot program and etc., KOICA finally approves selected projects and gives a notice to the PMC, which in turn notifies it to collaboration organization, executive committee, heads of the lead research institution and project investigators.

② If there is reason to disqualify a selected lead research institution or a project investigator or partner research institution before entering into agreement or if there is reason to cancel the agreement KOICA or PMC may revoke the selection of such project

## Chapter 5: Signing of Agreement and Amendments

**Article 19 (Signing Agreement)**① The head of lead research institution and project investigators sign the agreement prepared in a due form with the PMC and the collaboration organization in no later than one month from the date of notification of the selection results.

② The PMC and the collaboration institution may consign works on the agreement signing to the program management support team if necessary. The agreement states the following items;

1. Project period agreement and person signing the agreement
2. Project plan and goal
3. Matters regarding grant support
4. Matters regarding grant management and execution
5. Matters regarding amendments to the agreement and agreement cancellation
6. Miscellaneous matters regarding participants' salary and project conditions

③ Project teams work honestly to fulfill the contents of the agreement and the executive committee check the fulfillment of agreement by the project teams periodically.

**Article 20 (Agreement Amendment)**① KOICA or the PMC may amend the agreement if any of the following items occurs.

1. If amendments were requested by the head of lead research institution regarding the principal investigator, project goal, project period, etc.
2. If amendments are necessary due to KOICA's budget issues or mid-term evaluation results, etc.
3. Miscellaneous matters that KOICA or the PMC or collaboration organization or the executive committee deems necessary

② If a principal investigator wishes to amend the agreement, the principal investigator 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 (Agreement Cancellation)**① KOICA or PMC may cancel the agreement with the head of the lead research institution at any time for any of the following reasons;

1. If the head of the lead research institution or project investigator did not fulfill an important provision on the agreement

2. If the project is found to have been selected via illegal methods, such as false documentation

3. If the project team including project investigator violates guidelines or legislation during project execution, such as misuse and any other form of embezzlement of KOICA's grant

4. If the project team including project investigator is negligent and indifferent to the request for improvement from KOICA or the PMC

5. If the project team's progress and results are poor or if progress is unlikely to occur

6. If project investigator voluntarily gives up the project

7. If the project is judged to be difficult to achieve the expected results or it is recognized to be incomplete due to delay of project progress

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 submits the account balance report within 30 days of cancellation confirmation and return the balance of fund (including interest) Depending on the reason for cancellation, a portion or entire grant amount can be recollected. In deciding the amount of recollection, an evaluation panel may

be formed to review project achievement. Also, restriction on participation in the technology development grant support program 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 teams, or for miscellaneous project management purposes.

## Chapter 6: Project Inspection and Evaluation

**Article 22 (Inspection and Report)**① The executive committee or the program management support team may carry out frequent inspections, such as inspections of the project progress, grant execution, etc. and may implement on-site inspections if necessary

② The program 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, grant execution may temporarily be put on hold.

⑤ If the executive committee orders temporary hold of grant execution, the reason for the temporary hold and future decisions is reported to the PMC and the collaboration organization.

⑥ After the PMC has been reported, the PMC may give necessary instructions 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 on-site of research.

③ The executive committee plans the mid-term evaluation that includes the following matters for approval by the PMC and collaboration organization prior to notifying the head of the lead research institution and project investigator.

1. Evaluation object and scope

2. Evaluation content and method

3. Evaluation period

4. Project cancellation due to poor results and a follow up plan of evaluation results

5. Miscellaneous important matters related to evaluation

④ In accordance with Clause 3, the head of lead research institution and project investigator prepares an mid-term evaluation report to be submitted to the executive committee.

**Article 24 (Final Evaluation)**①For overall evaluation of the project, final evaluation is implemented at the end of the project.

② The executive committee plans the final evaluation for approval by the PMC and the collaboration organization before notifying the head of the lead research institution and project investigator.

③ In order to carry out the final evaluation plan in accordance with Clause 1, evaluation maybe consigned to an outside institution if necessary.

④The head of the lead research institution prepare and submit the final evaluation report 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.

**Article 26 (Follow-up Actions Based on Evaluation Result)**①The executive committee plans possible follow-up actions based on the evaluation result and submits these to KOICA, PMC and collaboration organization.

②Based on the results of final evaluation, KOICA or PMC may take the following action.

1. Restriction of the participation in the Technology Innovation Grant Support Program, a part of IRDP supported by KOICA will be applied for participating research institutions and participants of the project team that received the lowest evaluation grade.

2. Grant recollection, or score deduction in projects selection evaluation for the technology development grant support program funded by KOICA will be applied for participating research institutions and participants of the project team that did not fulfill the project agreement and project results

③ KOICA may reward the project teams and participants with excellent evaluation results

**Article 27 (Request for Information)**①To carry out spot inspections, mid-term or final evaluation, the executive committee or the program management support team may take the following actions.

1. Request information in regards to inspection or evaluation

2. Request the presence of principal investigators

3. Request on-site visits

②The requests for information to carry out spot inspections, mid-term or final evaluation must be answered by the head of the lead research institution and the principal investigator except for unavoidable circumstances.

## Chapter 7: Project Budgeting and Accounting

**Article 28 (Calculation of Project Budget)** ①The project budget is supported from the commencement date of project. However, the project selected after the commencement date is supported according to the period indicated in the agreement.

②The project budget is composed of KOICA's grant and participating institution' matching fund which is calculated in cash or in cash and in kind.

③ KOICA's grant to finance part of a project budget depends on type of participating institution and the proportion of KOICA's grant in the project budget is shown in the following table.

| Types of participating institution | Proportions of grant supported by KOICA |
|------------------------------------|---|
| University                         | Not more than 90 % of project budget    |
| Research institute                 | Not more than 90 % of project budget    |
| Industry                           | Not more than 80 % of project budget    |
| NGO                                | Not more than 80 % of project budget    |
| Preliminary entrepreneur           | Not more than 90 % of project budget    |

④KOICA's grant is calculated only on labor cost, materials purchasing cost, and overhead cost.

⑤ PMC may allow a participating institution to calculate overhead cost which is within 5% percent of the amount adding labor cost and materials purchasing cost.

⑥ For effective management purposes, PMC may provide the KOICA's grant in the form of one time, divided, and altered payment or pay.

**Article 29 (Matching Fund)**①The matching fund is borne in cash or in kind by participating

institution.

② In principle, the cash portion of matching fund is borne only by profit organization among participating institution. Provided, that the same may not apply to projects for which it is deemed necessary for non-profit organizations to bear part of the project budget.

③The percentage of the cash portion of matching fund by participating institution follows the percentage presented in the table below.

| Types of participating institution | Proportions of cash burden by an participating institution |
|------------------------------------|--|
| University                         | Cash burden if necessary                                   |
| Research institute                 | Cash burden if necessary                                   |
| Industry                           | Not less than 40.0 % of the matching fund                  |
| NGO                                | Not less than 40.0 % of the matching fund                  |
| Preliminary entrepreneur           | Not less than 20.0 % of the matching fund                  |

**Article 30 (Accounting)**① The project budget is to be put into the lead research institution’s accounting.

② A separate account must be opened to manage the project budget.

③ If a project is jointly carried on with 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 project investigator have responsibility and authority in execution and settlement of the project budget.

**Article 31 (Execution Plan of Project Expenses)**①Thehead of the lead research institutionsubmits a detailed execution plan of project expenses to the PMC.

② The head of the lead research institution establish the execution plan of project expenses which comply with "Guidelines of Budgeting and Accounting for Pilot Program" and may set additional regulations or guidelines within "Guidelines of Budgeting and Accounting for Pilot Program" for efficient management of project expenses.

③ When submitting an execution plan of project expenses, the PMC may set the standard format and the format must be reflected in preparing execution plan of project expenses or in budgeting.

**Article 32 (Execution of Project Expenses)**① The head of lead research institution is to manage project expenses and the project investigator or project team may not execute and manage project expenses individually.

② All execution of project expenses is based on the execution plan, principal investigator or central management department's internal expense report, approval of purchase, etc. and documentary evidence are stored.

③ Project expenses are executed in the form of a account transfer, if impossible, the use of a cash is allowed within "Guidelines of Budgeting and Accounting for Pilot Program" set by the PMC. However, overhead cost is allowed to be managed according to the lead research institution's regulation.

④ At least 20% of the overhead cost is assigned toward project management expenses and used as directed by the principal investigator.

⑤ Miscellaneous matters regarding grant execution follow "Guidelines of Budgeting and Accounting for Pilot Program" set by the PMC.

**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 grant and interest must be returned at the end of project.

② The head of the lead research institution and principal investigator submit the expense record for the project to the PMC within 1 month before the end of project.

③ The matters required for the settlement and expense record of project expenses follow "Guidelines of Budgeting and Accounting for Pilot Program" and PMC may additionally 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 owned by the lead research institution. Provided, that the ownership of a tangible deliverable that a partner

research institution has acquired to have the ownership 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 solely owned by the participating institution that had produced such deliverable through research and development: Provided, that multiple participating research institutions have jointly developed a deliverable, they have the ownership collectively, and whether it should be under exclusive ownership or joint ownership shall be determined based on the level of contribution to the development of the deliverable in light of the proposal (operating plan, operating structure, specific roles and responsibilities assigned to each participating research institution, composition of a project budget and so forth).

③ 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 collaboration organization.

1. where it is deemed necessary for the purpose of utilization of project results for public interest.
2. where an organization that owns the deliverables is located in a foreign country.
3. where a profit participating institution that had originally intended to become the licensee of a project deliverable is delaying its practice without justifiable reasons.
4. where it is deemed inappropriate for a participating institution to own a deliverable.

④ As for a project on which royalties shall be collected, if an event set forth in each of the following cases occurs, participating institution may assign the deliverables acquired to other appropriate organizations (domestic organizations shall be given priority). Provided, that if a participating institution renounces its rights to a deliverable, such deliverable may be assigned free-of-charge to project investigator who actually performed the project.

1. where a profit participating institution that possesses the tangible or intangible deliverables has fully paid the executive committee royalties as set forth in applicable regulations;
2. where the project concerned does not fall under cases that assignment of such deliverables is prohibited by this guidelines or other related regulations or agreement.

⑤ The head of a participating institution which intends to apply for or register intellectual property rights as a project result take measures set forth in each of the following items;

1. 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 participating institution notify the executive committee.

2. 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 participating institution of the project concerned: Provided, that the same may not apply where the intellectual property rights are applied for or registered under the name of a representative of a privately-held enterprise.

3. concerning intellectual property rights registered in Nepal or other country, a copy of the registration gazette is submitted to the executive committee as an attachment to an execution report: Provided, that the head of a participating institution finds it necessary to postpone submission of related documents to improve the quality of patent specifications and so forth, the head of a participating institution notify the executive committee.

4. In case where intellectual property rights registered in Nepal or other countries are terminated as they are relinquished, the upcoming termination is notified to the executive committee.

⑥ The head of a participating research institution is responsible for maintaining and managing the tangible and intangible deliverables acquired in the process of performing a project, and except where it is deemed that there is an acceptable reason such as technology licensing, such tangible and intangible deliverables are not be disposed of arbitrarily.

**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 participating 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 three years if approved by the executive committee no later than three months prior to the project investigation day:

1. where the head of a participating research institution requests postponement of disclosure to acquire Intellectual Property Rights: up to one year and six months

2. where the head of a participating research institution requests non-disclosure for justifiable reasons such as protection of trade secrets

③The executive committee may take necessary measures such as connecting another research and development program, a technology transfer program, an infrastructure construction program and a standardization program to promote the utilization of the results of such programs.

④ In case where a participating institution intends to transfer the deliverable of a project in its possession by means of assignment, licensing, technology consultation, collaborative research, joint venture, M&A and so forth, the executive committee is notified.

**Article 37 (Collection and Management of Royalties)** ① The executive committee may be 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 participating 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 participating 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 by the end of February 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 conduct the comprehensive analysis of the deliverable utilization reports and report to KOICA.

③KOICA may have the collaboration organization evaluate deliverable utilization for search and analysis of the status of utilization, pilot program effects, and so forth of a completed project, and reflect the result of the evaluation in pursuing the IRDP.

**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.

1. collection and organization of pilot program results through research and analysis, such as deliverable utilization reports
2. comprehensive result analysis of pilot program based on collected data and deliverable utilization reports and so forth
3. organization and operation of a consultative body for research and analysis of pilot program results
4. other matters deemed necessary for research, analysis and assessment of pilot program results by KOICA

② The collaboration organization may investigate into 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 The collaboration organization may carry out the comprehensive analysis of pilot program results based on the documents on results, such as deliverable utilization reports, on an yearly basis and report the findings to the KOICA.

**Article 40 (Securing of Research Ethics)** The participating institution, project investigator and research participants in technology development projects observe research ethics in carrying out their project.

**Article 41 (Restrictions on Participation and Restitution of Project Budget from Problematic Projects)** ① KOICA or PMC restrict organization, groups, their officials and employees from participating in the technology development grant support program funded by KOICA in the event of any of the following items;

1. where the details of a project are divulged or disclosed without justifiable procedures;
2. where intellectual property rights that are the deliverables of a project have been applied or registered under the name of an employee/officer, a project investigator or a research participant without any justifiable reason;
3. where a project is abandoned or terminated without any justifiable reason;
4. where the outstanding balance for settlement or an amount subject to restitution has not

been paid;

5. 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;

6. where a project budget has been used for any purposes other than the originally agreed purposes such as misuse or embezzlement

7. where the matching fund to be borne under the agreement had not been borne;

8. where royalties had not been paid without any justifiable reason;

9. where a project had been carried out through falsehood or other dishonest means

10. where other act in breach of the agreement is found.

② In any of the items of the clause①, PMC may withdraw part of all of the already-disbursed KOICA's grant. In the event that the project concerned is found to fall under at least two of the items of the clause①, PMC may withdraw the sum of the amounts subject to restitution for each reason within the total amount of the already-disbursed KOICA's grant.

③ Matters regarding punitive measures and restitution of KOICA's grant may be deliberated by the executive Committee or a separately-composed committee.

④ Where KOICA finds it necessary to retribute KOICA's grant, it may have PMC retribute the amount equivalent from a lead research institution or research institution and so forth. In such case, an institution notified of the restitution transfer the amount subject to restitution to PMC no later than 30 days from the day of notification.

⑤ In case where PMC intends to retribute KOICA's grant, it retribute the grant in cash, in principle, and it reports to KOICA on the restituted grant and revert it to the state coffers.

## **Chapter 9: Administrative Matters**

**Article 43 (Acknowledgement)**① Project results (e.g. papers) derived through participation in the pilot program, supported by KOICA's grant, indicates proper acknowledgement.

② Project results not properly acknowledged as part of the pilot program are not be accepted for mid-term evaluation, or final evaluation.

**Article 43 (Enactment of Guideline)**① KOICA or the PMC may enact and enforce a separate guideline for project management.

②Where the PMC is 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 the PMC such as project team status, execution status, research progress and results, etc.