# KATHMANDU UNIVERSITY

# RESEARCH, DEVELOPMENT AND CONSULTANCY (RDC)

- POLICY, GUIDELINES & PROCEDURES (2015)

Kathmandu University Office of the Registrar

Directorate of Research, Development and Consultancy (RDC) Central Office, Dhulikhel, Kavre

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#### TABLE OF CONTENTS:

#### 1. POLICY

- 1.1 Policy Statement
- 1.2 Objectives
- 1.3 Definitions of Terminology
- 1.4 Principal Investigator (PI) Eligibility Criteria
- 1.5 Project Designations other than Principal Investigator
- 1.6 Costing and Pricing Policy
- 1.7 Procurement Policy
- 1.8 Conflict of Commitment and Conflict of Interests
- 1.9 Policies Pertaining to University Commitments
- 1.10 Ethical Considerations

#### 2. GUIDELINES FOR THE PREPARATION OF PROPOSALS

- 2.1 Preparation, Review and Submission of proposals for "Externally Funded Research Projects"
- 2.2 Administration of "Academic Research"
- 2.3 Administration of "Consultancy Projects"
- 2.4 Submission/Forwarding/Reporting/and Closing of the Proposals
- 2.5 Operative Date
- 2.6 Review
- 2.7 Alterations to Administrative Procedures

# Appendix:

- TEMPLATE 1- Application for External Funding
- TEMPLATE 2- Application for Opening of Project Account
- TEMPLATE 3-Reporting of Currently Funded Projects
- TEMPLATE 4.1- Vehicle Contract Agreement
- TEMPLATE 4.2- Vehicle Request Form
- TEMPLATE 4.3- Vehicle Movement Log Sheet
- TEMPLATE 5 Researchers Time Sheet
- TEMPLATE 6.1- Receipt of Payment for Vehicle Rental and Others
- TEMPLATE 6.2- Receipt of Payment for Miscellaneous or Minor Expenses
- TEMPLATE 7- Repair and Maintenance Authorization Form
- TEMPLATE 8.1- PI Consent Form
- TEMPLATE 8.2- Respondent's Consent Form
- TEMPLATE 9- Official Travel Form
- TEMPLATE 10- Letter of Appointment to Project Staff
- TEMPLATE 11- Invoice Form
- TEMPLATE 12-Contract Agreement in Nepali
- TEMPLATE 13-General TOR for Employment
- TEMPLATE 14- Specific Employment Contract
- TEMPLATE 15-Application form for applying to job

#### 1. POLICY

#### 1.1 Policy Statement

Kathmandu University (KU) recognizes Research, Development and Consultancy (RDC) as core activities, which promote KU to the point where the faculty generate new knowledge and use this knowledge to assist government, and community at large for faster economic growth in the country.

#### 1.2 Objectives

RDC shall reflect vision and goal set by Kathmandu University on the basis of its past experiences, available expertise, and future planned activities. In no case should the activities conflict with the rules of the university, local governance or national or international treatise or understandings. If such conflict persists, the whole or the parts of the program will be aborted or amended as per norms and values of such rules, regulation or ethics.

KU recognizes "Research" as a strategy that leads to capacity building of its faculty members, researchers, and strengthen the central research administration in making KU capable of attracting research funding through competitive proposals besides donations or contributions received through "Development" and "Consultancy".

"Research" includes activities such as, but not limited to networking, collaborating with international/regional/local research institutions, understanding between two or more universities, agreement between and among faculty at their institutions and funding agencies; and encouraging or promoting faculty members and researchers in workshops participation, trainings, visits, proposal writing, communication skills development, exploring external funding opportunities, involvement in budget preparation, research team building, and involvement in supervision at graduate levels.

"Development" and "Consultancy" should enhance the knowledge in the field where the University's academic program is running. The knowledge should eventually become a part of syllabus as a process of value addition to on-going academic activities of the University. The approach should be a problem-solving approach to Nepal's development related fields. The research project is expected to be sustainable, should be meaningful and have applicable results for faster economic growth of the rural community.

#### The main objectives of RDC are as follows:

- Establish KU as a 'Teaching cum Research University' by promoting research in all the Schools.
- Ensure that the University is meeting its costs associated with research promotion by providing a mechanism for the costing and pricing of research development activities.
- Provide clear research policy statements and administrative procedures to Research, Development and Consultancy services and generate funds through external or internal means.
- Provide mechanism of evaluating the quality of scientific publications for career link of research and consultancies.
- Provide research enabling environment, faculty motivation, and faculty support for research.

#### 1.3 Definitions of Terminology

#### Research

For the purpose of this policy, the KU's definition of research, when used singly, is stated as generation of new knowledge - may or may not be published but useful for policy and program formulation in the country and organizations.

# **Development**

Development, when used singly meaning development of University intellectual property for commercial return. This includes patenting, licensing and otherwise exploiting academic know-how in activities.

"Development" in research at KU means that;

Use of research findings to development of models, programs, and diffuse it for betterment of society, organizations etc. Development must be disseminated to the public, and technology, product or process diffusion must be tried. It is not always necessarily client oriented when clients are not sponsoring and intellectual property right if not claimed by the client must belong to KU and concerned faculty.

# **Consultancy**

"Consultancy" meaning the act of creating a design, work of art, composition, or producing a report arising from a study which uses existing knowledge. This is not always client oriented, and problem solving, may start from research and completed in devising client focused solutions.

#### **Academic Research**

"Academic Research" meaning not only degree oriented, but most often for generation of new knowledge for publications by faculty and use for the improvement of course syllabus. Academic Research is carried out by the respective Schools at departmental levels. Each School has a separate guideline for promoting Academic Research. School level research committee is headed by the Dean of the respective school and is governed by Research Guidelines 2062 (approved by Kathmandu University Senate's 38<sup>th</sup> meeting on 2062-04-13 bikram sambat)

# **Principal Investigator**

The "Principal Investigator" (abbreviated as PI) meaning the person with overall responsibility for project as indicated in the project document.

#### **Research Fellow**

The "Research Fellow" meaning the person registered for Academic Research and obtaining fellowship from the projects. There may be several grades of Research Fellowship depending on the level to which the candidate is registered.

#### **Research Assistant**

The "Research Assistant" meaning the person who is designated by the principal investigator with responsibility for the field work and/or laboratory works. There may be several grades of Research Assistants depending on the qualification and experiences.

#### **Director**

The Director of Research, Development and Consultancy (Director-RDC) is a Professor with proven knowledge and ability in fund generation; highly experienced in research, management, leadership, conflict resolution, negotiation, and motivation; stationed at the Directorate of RDC, reporting to the Registrar, the Director-RDC develops and oversees policies, budget guidelines and procedures for the promotion of research and recommend for amendments as and when

desirable; leads and oversees the progress of the research projects, and work closely with Funding Agencies and Principal Investigators as partners in helping them achieve the quality of the research work done and achieve fundraising goals respectively; monitors the work undertaken by RPM and RPO, and helps in resolving the particular challenging cases in consultation with the Registrar.

# **Research Project Manager (RPM)**

The "Research Project Manager" is a project funded position, and the person is stationed at the Directorate of RDC who administers the policies, guidelines and procedures that have an impact in all facets of research by establishing and maintaining collaborative relationship with administrators, faculty, and staff to advise, facilitate, and/or train in the essential elements of the program; budget management, preparation and submission of financial reports, records management and statistical report preparation, meeting coordination and documentation of studies; ensures program compliance with government regulations, and University policies, prepares regulatory reports; monitors operating cost; prepares financial reports; and negotiates space allocation and indirect/direct costs.

# **Research Project Officer (RPO)**

The "Research Project Officer" is a project-funded position with the person stationed at the Directorate of RDC. RPO is responsible for monitoring research projects from the early planning stages until the final project completion. RPO communicate with RPM and verify that all projects and tasks are on schedule, post, balance, and reconcile general ledger and subsidiary accounts; examine accounting transactions to ensure accuracy; correct financial records as necessary, and work with independent auditors.

# Externally funded research projects

"Externally funded research projects" are projects supported financially by external sources for the purpose of undertaking a research. If such projects are funded by International Organizations abroad or Nepal based diplomatic missions or their sister organizations or United Nations organizations then such projects are classified as INTERNATIONAL and if funded by non-governmental organizations or governmental organizations or institutions/organizations in the country then such projects are classified as LOCAL.

# **Consultancy Projects**

"Consultancy Projects" are projects supported financially by external sources direct to the university with a purpose such as but not limited to for hiring of professionals, conducting capacity building conferences/workshops/seminars/training etc. Individual faculty

members or administrative staffs are not allowed to be involved directly in consultancy without association of or approval from the University.

# **Costing**

"Costing" means determination of all direct and indirect costs associated with the projects. Indirect costs are also called "overheads".

#### 1.4 Principal Investigator (PI) Eligibility Policy

Qualified faculty members are encouraged to apply for project funding. PI will be the faculty member best qualified for the assignment at hand. It is PI who will be responsible to offer Terms of Reference (TOR) to other competent Project Staffs. Appointment letter is furnished by the Director, Directorate of RDC based on copy of TOR received from PI in the name of Project Staff. Principal Investigator (PI) or Co-principal Investigator (CoPI) on externally funded projects is limited to full time faculty members of the university (conditions apply). This policy limitation is in place because PI is responsible for preparation and submission of proposals, forwarding and reporting, meeting deadlines, and signing contracts with the other project staff and settling their remuneration structure. PIs are also responsible for determining the intellectual direction of the research and scholarship, and for the training of graduate students. Requests for PI eligibility for researchers who are not full time faculty members of the university (e.g., Visiting Faculty Members, Part Time Faculty Members, Postdoctoral/Doctoral Scholars, Instructors or other researchers) may be made on recommendation of the Director of RDC through the concerned Dean and decision may be taken by the Executive Council.

# 1.5 Project Designations other than Principal Investigator (PI)

Project funding is awarded to the university, to be executed by the identified PI. If the PI's job is terminated for some reasons, the Registrar will decide if and who will continue the project on the recommendation of Director- RDC. Kathmandu University considers coprincipal investigators (Co-PIs) to be equivalent to principal investigators in all regards; eligibility for co-principal investigator status is therefore the same as for principal investigator status, as defined in this policy. Other project designations are at the discretion of the Principal Investigator, and may include, for example: Associate

Investigators, and Co-Investigators, from among other project staffs (For example: Research Fellow, Research Assistants).

#### 1.6 Costing and Pricing Policy

#### **Definitions**

Price	Price refers to how much the client is charged for the project. It may differ from the project cost.
	Project cost refers to the calculation of the cost of project that includes all
Cost	direct costs, including remuneration paid to faculty besides salary, direct non-
	salary costs, and all indirect costs.

This policy applies to all the faculty members (full time, part time, visiting) and project staff in the University undertaking externally funded research projects including consultancies, and lab testing services.

1.6.1 The University seeks to recover the administrative cost for any research it carries out through 'indirect costs'. Indirect costs are those costs that are not directly attributable to the project or program. An amount 40% less on all kinds of incentives is mandatory, as salary cost-recovery, because all the full time faculty member receive salary from University compulsorily and cannot refrain from this policy. This do not apply to those who receive salary from project, however the salary structure must be in accordance with the scheme specified in this document. There is also a provision of salary as per the project, however every additional salary shall be considered as incentives and an amount 40% less applies on all extra incentives including daily allowance. Additionally, a 10% overhead in Gross amount for Research and 20% for Consultancy is also mandatory. These rates may change from time to time subjected to the decision of Executive Council.

1.6.2 The University mandates the use of charge-out rates tied as per level of faculty (Lecturer, Assistant Professor, Associate Professor and Professor) on all externally funded research within the scope of this policy, and the maximum allowed time claim for payment during office hours shall be as per assigned percentage of work load under the category of Research (refer Workload Criteria and Standards separately). The charge-out rates are calculated/guided on the basis of gross salary (Provident Fund and Grade excluded) and shall be revised with the revision of the salary structure. Maximum charge-out rates are not fixed and left to float as per the marketability of the faculty irrespective

of the levels when they go for negotiation with the clients. The higher the charge to the clients, the higher will be faculty's remuneration and KU surplus, however not exceeding a maximum of 150% (i.e.1.5 times) the gross salary (Provident Fund and Grade Excluded) annually. If the faculty/Project Staff cannot negotiate for higher charge as per his/her expectation s/he should be allowed to deny working in the particular project.

- 1.6.3 Pricing below the mandated minimum charge-out rates may only be approved by designated authority under exceptional circumstances and by a process of justification, developed and approved by the relevant faculty, and fully documented. In such cases where the University (as opposed to a faculty) negotiates a project at a lower than minimum charge-out rate, it must negotiate with the affected faculties as to how any financially negative impact on the faculties will be mitigated.
- 1.6.4 Faculty or Researchers must comply with the school processes for negotiating and signing off a research agreement or contract. Faculties are responsible for developing an internal process for managing the negotiation and sign-off of any research agreement or contract under this policy. Faculties must induct new researchers and research administration staff into the research pricing policy and processes. Faculties are responsible for meeting any cost-recovery targets agreed to between the University and the faculty. Faculties must comply with the University policy for research cost-recovery, including maintaining the minimum charge-out rates set by the University and the administrative and financial processes established by the University.
- 1.6.5 Researchers are expected to be familiar with this policy and to understand the broad principles of how indirect costs are calculated. With the support of the University, researchers must communicate the University policy on research pricing with the funder. Researchers, in consultation with their faculty/school/department, are expected to price all University assets including the space used in compliance with this policy.
- 1.6.6 University has fixed remuneration scheme (DSA- Daily Subsistence Allowance) for inland or abroad travel to project staffs at all levels or As-per-Actual Scheme based on evidences/original bills submitted. In the case of any additional DSA claim made by the project staff, which is different from allowed remuneration scheme; on the ground of remoteness of the study area when reflected in the project budget, project staff are entitled to put the claim, however on every additional amount claim a 40 % contribution applies.

# 1.7 Procurement Policy (Reference is made to the University's Financial Guidelines, 2049; approved by Kathmandu University Senate's third meeting on 2049-02-26 bikram sambat)

#### 1.7.1 Authorized Person (s)

PI completes the Requisition Forms in triplicate and submits two copies to the Directorate of RDC and retains the third copy for self/departmental record keeping. Requisition forms when recommended by the Manager of RDC receive Approval from Director for the release of Purchase Order. As soon as Purchase Order is received, PI is granted purchase of the items listed in Requisition Form. Requisition Forms are available at all Schools in two different formats, therefore items listed must first be categorized as Durables or Non-Durables. For the definition of 'Durables' and 'Non-Durables', procurement guidelines of the University may be referred to.

Office of the Registrar assigns a staff as a Procurement Officer facilitating the procurement of instrument/equipment or any other essential supplies to the PIs following the decision of Purchase Committee. Procurement Officer works on behalf of Kathmandu University negotiating the cost of goods and services from certified vendors. Responsibilities of a Procurement Officer are to work closely with the Manager-RDC to verify vendors are paid promptly after services are obtained and assist PI in customs clearance of the goods and any other assistance required.

# 1.7.2 Procedure for Making Expenditure from Approved Budget

a. Following goods can be directly purchased by the PI from the market, for which Advanced Payment claim can be made based on a breakdown of budget with reference to allocated amount as specified in the Project Document under a certain headlines.

Name of Goods	Maximum Amount
Basic Goods	50,000
Stationery and printing	150,000
Chemicals and apparatus	200,000
Construction materials	200,000
Furniture	200,000
Computer Accessories	200,000
Catering	300,000
Tent	300,000

- b. Purchase of goods from the lowest bidder after taking quotations up to 25 lakhs for construction materials and 10 lakhs for other goods. In case where lower bidder's purchase is not possible, with the Vice chancellor's permission and proper justification, if within the budget, purchase from higher bidder is also allowed.
- c. Bidding or tendering for purchase of goods more than 25 lakhs for Construction material or for other goods 10 lakhs.
- d. The bidder needs to keep 5% of the amount as bid guarantee as per the Agreement. The type of guarantee needs to be mentioned in the notice.

# 1.7.3 In the following Special Cases, direct purchase is allowed even if there is no bidding or quotations

- a. Purchase of Goods at fixed rates produced or distributed by National or Foreign Government or internationally recognized Agents.
- b. Already quality standard established and purchased from Companies and firms at rates specified by Nepal Government.
- c. Purchase of goods from organizations having holdings of more than 50% share of Nepal Government.
- d. Goods specifically needed for projects and approved purchased at specified rates from manufacturers or authorized agents.

# 1.7.4 Tender calling process

Tender notice on purchase or construction or transport or Printing need to be advertised in local newspaper at least twice. In the notice, the method of sending tender, address, registration fees, deadlines, the bid amount for tender, tender opening date and venue with other important information

# 1.7.5 The deadline for tender information

For deadlines pertaining to tender having validity period for NPR 60 lakhs, 10 days after publications of tender; 15 days for tender value from 60 lakhs to 1 crore and for values above 1 crore, as per need requirement from 21 to 45 days.

# 1.7.6 Work process related to Tendering

a. Normally tender with least values need to be approved but depending on the experience and ability of person or institution or due to financial capacities, if not deemed to approve from the lowest bidder, it can be approved for bidders with higher values stating clear reasons. **Clarifications**: To verify experience, capacity and financial nature of Bidder, in case of necessity it may be advised to collect his financial transactions, Balance sheet, Profit and loss account or related statement of work for past few years.

- b. Bids submitted as per these regulations, and benefits the University when accepted partially, taking consent from the Bidder tender can be accepted partially too.
- c. Amongst the selected bidding, if within budget limit and exceeds 10% than the cost estimate mentioned in the tender documents, it can be approved.
- d. On average action needs to be taken for at least 2 tender bids but if less than those, retendering is necessary.
- e. On re tendering if necessary tenders are not listed, it should be again called for tendering for the last time. Upon doing so still no tenders in required quantity fall then as per rules, approval of bidding might be done amongst the callers.
- f. Tenders once registered should not be withdrawn.
- g. All the rights to accept or reject the tenders calls, or changes in amounts or approval of quotations as per rules are with the University. The University does not hold any obligation to answer for the approval or rejection of any tenders, contracts or quotations. But on partial acceptance of tender or contract or quotations and the conditions of approval then the partial work award is granted upon the agreement of bidder or one who agrees for changes in the estimates.

#### 1.7.7 No action on Tender

On non-completion of such tenders there will be no action:

- Not filling up the tender form sold by the University
- Not sealed
- No stamp of the bidder in tender related papers
- No authorized signature of tender holder in case of amendments in the tender forms.
- No returning of tender within deadlines
- Non deposit of bank deposit or Bank guarantee as per the notice of tender opening.

#### 1.7.8 Agreement

The University will call for 7 day notice after acceptance of the tender. If within the time frame bidder doesn't come for signing the agreement, the University is allowed to sign with the next bidder or retender. The guarantee amount will be confiscated if not present for signing the Agreement.

#### 1.7.9 International/Global Tender

Upon calling of Global tender, the tender notice needs to be sent to the foreign diplomatic Missions inside the country too.

# 1.7.10 Things to be disclosed when Foreigner bids

Foreign firms, company or person when bids for Global tender bid, following listed things need to be disclosed:

- Clarification whether agent or representative has been appointed within Nepal.
- If Agent/Representative appointed
- Name and address of Agent/Representative
- The amount of commission, currency denomination and payment mode to the Agent/Representative
- Any clauses/conditions signed with Agent/Representative.

#### 1.7.11 Addition of time limit

Due to special circumstance if time limit for any contract needs to be extended, after taking approval from the authority assigned for such, the deadlines can be extended. But in such case if it harms the University extension is not allowed.

# 1.7.12 Authority for approving Tender

The rights to approve tender are with below mentioned following position holders:

- Registrar can approve up to 50 lakhs.
- VC can approve up to 1 crore.
- Above 1 crore, as per the decision taken by the meeting of Executive Council.

#### 1.7.13 Special Arrangement

But as per joint opinion/consent between the university and donors, in case of goods handed over by donors or to be constructed, the process not complying with this Manual is permitted to purchase or construct.

#### 1.7.14 Payment

On payment to the Contractor, payment should be made only after deducting 5% amount as retention money. Such amount should be refunded to the bidders only after 3 months of approval of report from the Authority who recommends the work completion as per the conditions mentioned in the construction contracts.

#### 1.8 Conflict of Commitment and Conflict of Interests

#### 1.8.1 Conflict of Commitments

Kathmandu University faculty members owe their primary commitment of time and professional responsibilities or intellectual energies to the teaching and scholarship programs of the institution. The commitment on research development and consultancy activities will differ across schools and departments. At the time of accepting the offer from any national/international agencies for the RDC activities, PI need to be cautious enough to know whether the project is worth undertaking in light of its utility for the development of the country/ community. One needs to know the percentage share of the total fund that is given to the university and weigh whether it is worth accepting the fund in the interest of the University and country/community. So, quantifiable benefit(s), wherever possible, in favor of the University /Country/Community needs to be spelled out. The National interest should always be respected and given top priority.

#### 1.8.2 Conflict of Interests

A conflict of interest occurs when there is a divergence between an individual's private interests of personal financial gain from the project and his/her responsibility towards strengthening the institutional capacity to generate external source for supporting internal research. It is appropriate that faculty be rewarded for their participation in research activities through honorarium. It is, however, wrong for a full time faculty to remain partly on campus by considerations of personal financial gain elsewhere. Faculty must maintain a significant physical presence on campus throughout when they are on active duty. A faculty member on full-time active duty must not have significant outside managerial responsibilities or titles, or act as a PI on sponsored projects that could be

conducted at Kathmandu University but instead are submitted and managed through another institution (excluding those which are managed through agreements as MoU or MoA).

#### 1.9 Policies Pertaining to University Commitments

#### 1.9.1 Classified level of effort

The level of effort, expressed as a percentage of the total professional effort, that a faculty member commits to spend on any sponsored project must be consistent with other academic duties. Such committed level of effort is classified into four categories such as (1) involvement in the budgets of active sponsored projects, (2) for cost-sharing and other contributed effort through supervision to undergraduates, graduates and post graduates, (3) teaching, and (4) administrative efforts.

#### 1.9.2 Committed level of effort

The committed level of effort should as a rule not exceed 100% of the individual's total university appointment. In situation where PI is required to dedicate 50% of his/her time in research as specified in the project proposal; 25% shall be committed to supervision, 15% to teaching and 10% to administration. All sponsored projects require that the level of effort (man months) of the project staff including PI and other key personnel be committed in the project. Similarly, none of the position holders, those who receive extra allowances for the positions from the University are entitled to claim extra incentives from projects as PI or any other project titles. For the definition of 'position holders' reference is to be made to the decision of Executive Council which is also reflected in the appointment letters furnished.

#### 1.9.3 Space

If the project cannot be housed within pre-identified existing available department or laboratory space, commitments for the additional space required need the approval of the Head of the Department in Schools, or other officers (Directors) as appropriate in Research Centres. The University cannot commit itself to finding incremental space for a project whose needs have not been reviewed and approved in advance.

#### 1.9.4 Cost Sharing

Whenever KU agrees to pay a portion of the allowable costs of a sponsored project, i.e., those costs which would otherwise be paid by the sponsor, the University has made a cost sharing commitment leading to matching funds.

# 1.9.5 Pre-financing

For all externally funded Research Projects, of which ledger or bank account is maintained by the University, Office of the Registrar may establish a pre-financing system as encouragement to initiate the research activity. The source of standard amount for pre-financing payment shall be based on available RDC fund contributed through projects as overhead. The amount to be paid to the PI include only the research expenses and do not cover salary or any other incentives and this is usually a maximum of 25% (conditions apply) of the instalment promised by the funding agency. Beneficiary receives one single pre-financing payment during the project period.

#### 1.9.6 Subcontracts

Proposals that include large or complex subcontracts for specialized equipment or services should be reviewed with the Office of the RDC before preparing the final proposal. Subcontracts for research or development must comply with the KU administrative rules.

# 1.9.7 Participation by Faculty or Staff from Multiple Departments

The appropriate authorized person must approve participation of faculty or staff in sponsored projects outside their own academic department or School.

#### 1.9.8 Other Benefits and incentives for the researchers

Leave of absence provided for each investigator to work in field, present the work to national or international conferences, seminars or workshops should be as mentioned in the project proposal. Registration fee, travel cost, daily allowances need to be managed from project budget itself. The University will have no financial obligation in such events and the total allowable number of days, project staff to remain out of station, is as decided by the Executive Council meeting due to specific nature of the project.

The University will provide basic facilities such as space, utilities, administrative support, library, internet for RDC activities. However, access to journals, books, and information relevant to specific RDC project should be managed from the project budget itself.

The faculty members involved in research project will be encouraged to publish their works in nationally or internationally renowned peer reviewed journals.

#### 1.10 Ethical Considerations

An Ethical Review Committee (ERC) shall be formed by Executive Council, the responsibility of which is to provide advice including the issues of plagiarism to the researchers, and on all aspects of the welfare and safety of the research participants after ensuring the scientific soundness of the proposed research through appropriate Research Committee at School levels. The ERC may review proposals submitted by undergraduate/graduate or post-graduate students or if necessary, a sub-committee may separately be constituted for the purpose. The responsibilities of an ERC are to protect the dignity, rights and well - being of the potential research participants, to ensure that universal ethical values and international scientific standards are expressed in terms of local community values and customs, and to assist in the development and the education of a research community responsive to local health care requirements.

#### 2. GUIDELINES FOR THE PREPARATION OF PROPOSALS

# 2.1 Preparation, Review and Submission of proposals for "Externally Funded Research Projects"

Unless specific additional documentation is issued, research grant applications and proposals can become legally binding contracts simply through the action of acceptance by the granting body. The university's RDC is required to maintain databases on research activities, time frame and budget for activities in FMAS Software. RDC webpage shall be created and registers of currently funded research activities with the proposal and archive with the final report of the projects shall be made available to various external bodies including the University's higher authorities through this site. In order to maintain these databases and to ensure appropriate lines of responsibility, risk management and quality control, it is necessary to improve the methods of research administration. All faculty members engaged in research are employed by the university. Such staffs are entitled to appropriate use of the University's name in related documentation and communication with the research sponsors.

#### 2.1.1 Approval from the Authorized Person (s)

The Approving Authority is determined based on the threshold of project budget when it comes to approval of the proposal for spending from approved budget as follows;

- 1. Up to Rs. 1M (million) worth of proposal, approval is granted by the Dean of concerned School on the recommendation of the Head of the Department.
- 2. More than Rs. 1M and up to Rs. 10M worth of proposal, approval is granted by the Registrar on the recommendation of the Director-RDC.
- 3. More than Rs.10M worth of proposal, approval is granted by the Executive Council on the Recommendation of the Director-RDC.
- 4. In the case of Collaborative Projects needing experts from different Schools, approval is granted by the Registrar on the recommendation of the Director-RDC up to Rs. 10M worth of proposal, whereas for more than Rs. 10M worth of proposal, approval is granted by the Executive Council on the Recommendation of the Director-RDC.

#### 2.1.2 Opening of Project Account

Upon acceptance of a grant or contract, the PI will need to complete and sign an acceptance form for the opening of a Project Account prior to the expenditure of any funds.

# 2.1.3 Financial Management

Research account will be monitored by the Manager-RDC to verify that they are being used only for the stated purpose. Periodic audits will be carried out by the Office of Internal Audit on behalf of the RDC to ensure compliance with policy.

#### 2.1.4 Advance Settlements (Travel and Others)

1. All Project staff shall obtain Travel Order (TO), one week in advance before travelling, from the Office of the Registrar irrespective of the fact that the traveller is receiving or not receiving TA/DA.

- 2. Traveller shall mention clearly in the TO, the source of payment as TA or DA, before getting approval from the Authorized Person. When allowed by project budget, As- Per- Actual- Scheme shall be accepted. In As -Per –Actual- Scheme, payment is made as specified in the bills on submission.
- 3. Once DSA rates are fixed, bills that cover food and accommodation shall NOT be accepted unless otherwise included as a separate sub-heading in the project proposal. At the time of reimbursement; air tickets, receipts/boarding passes together with any other unseen miscellaneous expenses need to be submitted in already approved TO (Travel Order) form. Similarly, claim shall be made either as DSA or Field Allowances, not both. Travelers shall take the cheapest means of travel and choose to travel only on Economy Class. In case air tickets are Pre-paid by the sponsor, University will have no objection if Traveller chooses to travel by Business Class or any other classes.
- 4. RDC Finance Division calculates DSA or any other forms of remuneration, where convertible foreign currency issue is involved, on the basis of the day with the date traveller has purchased the US dollar or any other convertible currency, as evidenced in the Passport (copy with the page to be submitted as evidence). In case of frequent travellers (where purchase of foreign currency is limited), rates fixed by Nepal Rastra Bank on the day TA/DA application with the claim is submitted shall be considered.
- 5. In case of Administrative staff such as Project Administrators, Finance Officers or Accountants, payment should be done based on qualification and experience. For this their posts should be first equated with the posts mentioned above and necessary payment done as mentioned against the title.
- 6. In special cases that DSA for international travel is not enough, on submission of the original hotel bills, in place of DSA, reimbursement is possible when approved from the meeting of EC beyond the allotted DSA.
- 7. In the case of payment to resource persons as Invited Speaker or Professional Experts at training or conferences/workshops/seminars/laboratories etc. the Costing Policy of University to be referred at the time of payment.
- 8. At the time of payment to the Service Provider, PI shall always produce evidence of rate of payment, units, Time Sheet in the specified format (see Annex for the template), proof of deduction in amount paid by 15% income tax for professionals and 1% TDS for laborers/porters (source: Income Tax Act of 2058, see legal Documents and Contracts section in RDC webpage for reference).
- 9. In the case of vehicle hire and payment to the vehicle owner or contractors on agreement, local transport claim guidelines calculated for the purpose of hire of

vehicles is to be referred to as follows. As far as possible PI shall make agreement for the hire of vehicles with licensed vehicle hire company and produce VAT bill at the time of payment with proof of 1.5% tax deduction as per Income Tax Act of 2058. Alternatively when contractors cannot produce VAT bill but PAN, then proof of 15% tax deduction to be produced. In remote places, where there are no licensed companies for the hire of vehicles, private vehicles when rented, a proof of 10% deduction in tax at the source (TDS) is to be produced (source: with reference to Rental Directives 2068 by RDC, in addition to the Memo dated 2071/10/08 addressed to the Registrar by the Internal Auditor Finance Division).

- 10. While requesting for Money in Advance, PI shall also produce an Invoice (with the budgetary breakdown). RDC will facilitate direct payment to the clients (wherever possible) as prompt as possible such as air tickets, payment to the contractors, salary to the Researchers etc. and shall transfer only the TA/DA besides miscellaneous expenses in the name of the travelers direct to their respective personal savings bank account.
- 11. While settling the Money in Advance, before submitting the details to the Registrar for clearance by the PI, if any fixed assets are bought in the name of University, it has to be forwarded through concerned Head of the Department and Dean, ensuring that the items purchased are properly inventoried and ledger maintained in respective School.

Table: Guidelines on Vehicle Hire Costs on Kilometres Basis (Tax Extra): This applies only to Kathmandu Valley and Dhulikhel/Banepa/Panauti. For long distance travel, the rate has to be negotiated for which involved of a person assigned by the Registrar from Physical Facilities Division is MUST (except in cases where arrangements have been made in field).

S.No.	Vehicle Type	Conditions	Cost/km (NRs.)*	Remarks
1	Car/Sedan	Paved road/highway	32.00	Normal conditions
2	Car/Sedan	Paved road with A/C	36.00	Normal conditions
3	Jeep (w/o 4WD)	Paved road/highway	35.00	Normal conditions
4	Jeep (with 4WD)	Off-road	40.00	Gravel/ rough road

NOTE: The above rates suggested are based on the current usage and petrol prices (May, 2015).

Driver's fooding expenses for day trip to be claimed on "As Per Actual Basis" on submission of original bills. In case of night stay, driver's cost to be added extra (supported by original bills not exceeding DSA of Rs. 1200/- per day, DSA meaning Daily Subsistence Allowances that includes both fooding and lodging)

All payments to be made by Cheque or electronically by bank transfer to the Third Party, payment by cash to be discouraged except in minor cases. All major payments to be made by the Authorized Person designated by the Registrar (in case of projects, Manger-Finance Division). In this case Tax Deduction as per the Income Tax Act of 2058 or Rental Directives of 2068 shall be assured by the Project Finance Officer at the time of payment.

#### 2.2 Administration of "Academic Research"

Under the conditions listed below, registered KU students are eligible to submit proposals to external sponsors for research projects which have a potential for significant intellectual inquiry related to their course of study:

- Faculty member must agree to serve as advisor to the project. Although internal
  university records indicate that the advisor is the Principal Investigator, the
  proposal to the sponsor may show the student as PI or Project Coordinator as long
  as the sponsor is informed, via the formal University letter of transmittal, of the
  identity and role of the advisor.
- 2. An academic department or laboratory must be willing to accept responsibility for administrative and logistical coordination of the project in the same way it executes those functions for other research activities.
- 3. If an award results from the proposals, the student and the advisor must have joint periodic reviews of the project status at least once per quarter during the project period.
- 4. The advisor is responsible for technical, administrative and financial reporting to the sponsors.

# 2.3 Administration of "Consultancy Projects"

Consulting is permitted provided the faculty member's full-time obligation to the University is met and a 20% overhead is paid to the University. Training and consultancies are important activities of various Schools of Kathmandu University. These activities not only bring additional revenue to the university but also give practical exposure to the faculty, thereby helping them to improve their teaching and enhance their

knowledge. Faculty members irrespective of their position and status are eligible to offer consultancies independently who have potential for significant intellectual contribution related to their field of expertise to other organizations/institutions. However, he/she should get written permission from the Authorized Person before undertaking such consultancies. All technical and financial proposals are to be prepared with understanding between the two parties. If official subcontracting is needed, it should be signed jointly by the PI and the other party (ies). A copy of this must be submitted to the RDC Directorate. A consultancy fee of 20% of the total remuneration paid to faculty, resource persons and support staff will be charged by the university as contribution to operational surplus to build up operational capital and buy equipment for education and research in the respective school. Tax will be deducted from the amount to be paid to the individual faculty, resource person and administrative staff as per rule of the Government of Nepal.

#### 2.3.1 Limitations on time spent as a consultant and type of responsibilities

The maximum number of consulting days permissible for faculty on a full-time appointment is not fixed so long as individual faculty is taking the allocated load as per designation. A faculty member on full-time active duty or sabbatical leave must not have outside managerial responsibilities and may not have titles that imply management responsibilities, e.g. Chief Scientific Officer, Chief Technical Officer, Director of Research, regardless of actual consulting duties.

#### 2.3.2 Restrictions concerning students and research staff

The academic activities of students and postdoctoral scholars must be free from the personal commercial and consulting interests of the faculty member. The work of students, staff, postdoctoral scholars and collaborators must not be exploited in the course of a faculty member's outside obligations. Faculty may not hire or directly supervise a KU student in employment activities outside the University while serving as the student's advisor or as a participant on the student's thesis/doctoral advisory committee without written approval.

#### 2.3.3 Restrictions on use of University resources

Kathmandu University facilities, personnel and equipment may not be used except in a purely incidental way, as part of outside consulting activities. Preferential access to research results, materials or products generated from University teaching or research activities may not be provided to an outside entity for personal financial gain. Confidential information acquired through conduct of University business or research activities may not be used for personal gain, or to grant unauthorized access to others; confidential information includes any information that comes into your possession as a result of your employment by KU that is not broadly available to the general public.

#### 2.3.4 Use of the Kathmandu University name

The Kathmandu University name and logo may not be used in any individual consulting activities.

#### 2.3.5 Authorship, speaking and marketing activities

If a faculty member is listed as an author on any publication resulting from performance of consulting services, a disclosure should be included stating that "Dr./Professor [NAME]'s contribution to this publication was as a paid consultant, and was not part of his/her Kathmandu University duties or responsibilities". The same disclosure should be given in speaking activities related to consulting services.

# 2.4 Submission/Forwarding/Reporting/ and Closing of the Proposals

Given Table (refer <u>submission guidelines</u>) may be referred to for a complete explanation on the Guidelines from Submission of the Project Proposals to Closing of it. A project is considered CLOSED as soon as the final financial and technical reports are accepted by the Funding Agency. No additional monetary claim by project staff is allowed as soon as the project is closed.

#### 2.5 Operative Date

2.5.1 Kathmandu University, the Directorate of the Research, Development and Consultancy (RDC) will require notification of all Research contracts current at the operative date which was not lodged via that Office.

#### 2.6 Review

This Research, Development and Consultancy - Policy Guidelines and Procedures of Kathmandu University, Nepal will be reviewed on regular basis by the University Research, Development, and Consultancy Management Directorate and amendments deemed appropriate recommended to the Executive Council.

# **2.7** Alterations to Administrative Procedures, Review, Updating and Authority to Approve

The Director of RDC, following consultation with the Executive Council, has final authority for approving alterations to the Administrative Procedures.

Summary of the Guidelines from Submission of the Project Proposals to Project Closing

Nature of	I. Externally Funded	2. Academic Research	3. Consultancy
projects Objectives	Research Projects	Projects	Projects
Step 1: Preparation of proposals	1.1 Application forms are available for externally funded projects with guidelines separately for technical and financial proposals (search websites or consult office of RDC) or use your own experience (when not available).	2.1 Students prepare proposals referring to call for proposals from different organizations / institutions / agencies as advertised or consult your Supervisor (s).	3.1 Faculty members irrespective of their position and status are eligible to offer consultancies independently who are potential for significant intellectual contribution related to their field of expertise to other organizations / institutions.
	1.2 While preparing Financial Proposal, sponsors expect cost description separately for scientists, technicians and administrative staff involved in project (refer 1.6)	2.2 Usually Technical and Financial guidelines are provided in call for proposals with budgeted amount specified mentioning breakdown for the budgets.	3.2 All technical and financial proposals to be prepared with understanding between the two parties, individual or institutions- Client and Service Provider.
	1.3 If matching fund is desired "Costing and Pricing" scheme of KU is to be referred to (refer 1.6)	2.3 If partial fund is desired, refer School wise Guidelines for Research, Development and Consultancy	3.3 Not applicable
	1.4 If subcontracting is necessary, it should be drafted in consultation with both the parties by PI and signed by the Director- RDC as Memorandum of Agreement (MoA).	2.4 If subcontracting is necessary with external agencies, it should be signed by PI in consultation with the Director- RDC.	3.4 If official subcontracting is necessary with consulting agencies, it should be signed jointly by the Client (s) and the Director- RDC as Service Provider.

Nature of projects	I. Externally Funded Research Projects  1.5 If there are any statements not explained by RDC Policy Document or any mismatch in technical or financial regulations, Office of RDC should be consulted.	2. Academic Research Projects  2.5 If there are any statements not explained by RDC Policy Document or any mismatch in technical or financial regulations, contact Director- RDC for advice	3. Consultancy Projects 3.5 If there are any statements not explained by RDC Policy Document or any mismatch in technical or financial regulations, contact Director- RDC for advice.
Step 2: Submission of proposals	1.6 The proposal should be submitted by Principal Investigator (refer 1.4 for qualification of PI) direct to the Office of RDC addressed to the Director on standard format (refer annex 1), both electronically and in one hard copy.	2.6 Registered KU students are eligible to submit proposals with recommendation from their supervisor to external sponsors for research projects which have a potential for significant intellectual inquiry related to their course of study.	3.6 A copy of the contract letter signed between the two individuals or parties must be submitted to the office of RDC for record keeping.
Step 3: Forwarding	1.7 Office of RDC reviews the proposal to ensure if it is written in accordance with the RDC Policy document before opening a Project Account.	2.7 Not applicable	3.7 Not applicable
	1.8 The official application will be signed by the Director- RDC or Contracts Officer or persons authorized to sign contracts and handed over to PI for facilitating opening of Project Account (annex 2)	2.8 Not applicable	3.8 Not applicable
	1.9 For all kinds of administrative procedures in Externally Funded Research project refer 2.1	2.9 For all kinds of administrative procedures for Student Initiated Research Projects Refer 2.3	3.9 For all kinds of administrative procedures for Consultancy Projects refer 2.4

Nature of projects	I. Externally Funded Research Projects	2. Academic Research Projects	3. Consultancy Projects
Step 4: Reporting	1.10 A copy of the final report should be submitted to the Office of RDC at the successful completion of the project	2.10 The student and the advisor must have joint periodic reviews of the project status at least once per quarter during the project period.	3.10 Consultant is responsible for reporting to the consulting firms as agreed in the MoA.
	1.11 Not applicable	2.11 The advisor is responsible for technical, administrative and financial reporting to the sponsors.	3.11 Not applicable
	1.12 Not applicable	2.12 All commitments for expenditures must be in the name of main supervisor.	3.12 Not applicable
Step 5: Closing	1.13 PI shall officially approached Office of the - RDC with an application for project closing.	2.13 The advisor shall inform the Office of the Director-RDC in written about the closing of the project.	3.13 Consultant shall submit both technical and financial report to the Director-RDC and inform officially closure of the project.

Table 1: Remuneration scheme, with modification, as guided by the decision made on EC meeting of dated the 2069/03/01 BS.

Title of the Project Staff./	Position/Qualification	Remuneration scheme			
Subtitle	equated for maximum threshold	Charge- out-rate per hour	Daily Subsistence Allowance (DSA) for da not exceeding 15 days at a time. From 16 <sup>th</sup> day onwards, different rate applies (See Financial Guidelines separately)		me. From 16 <sup>th</sup> applies (See
			#Nepal (NRs) /India (IRs)	SAARC countries (in US\$)	Other countries of the world (in US\$)
1. PI, Co-PI, PC					
D	(Lecturers)	285	1600 (India) 1500 (Nepal)	80	130
С	(Assistant Professors)	285	1600 (India) 1500 (Nepal	80	130
В	(Associate Professors)	540	2000	100	150
A	(Professors)	540	2000	100	150
2. Research Associates (RA	Asso.)		l		
D	(Lecturers)	255	1600	80	130
С	(Assistant Professors)	255	1600	80	130
В	(Associate Professors)	285	2000	100	150
A	(Professors)	285	2000	100	150
3. Research Fellows (RF)	,	•	'	•	•
A	M.Phil/Ph.D.	255	900	75	95
В	Graduation	155	900	75	95
С	Undergraduation	125	900	75	95

4. Research Assistants (RA	<b>A</b> )				
A	Master's level and above	225	900	45	95
В	Bachelor's level	140	600	45	95
С	Trained technical staff	115	600	45	95
D	Untrained staff	55	400	Not applicable	Not applicable
5. Unskilled Labourers W	age (ULW)		L		L
A	Category 1	35	225	Not applicable	Not applicable

**Note:** Monthly Salary for Project Staff (RA, RF, ULW) is to be calculated considering six active working hours of duty every day, six days a week (240 active working days in a year, 48 days of leave in a year) twenty four days in a month. When it comes to festival bonus, Project Staff are required to have completed mandatorily six months of service to the University then receive half of the additional salary. In case of RAsso, Positions have to be equated with designated titles as specified, the basis of this is both qualification and experience. RF receive only 12 months of Salary.

For Example: A person who is RA/A (Master's level and above) shall receive NRs. 32,400/- ( $225\times6\times24=32,400$ ). At the time of payment Govt. of Nepal Income tax rule applies.

In case of the Employment of Field-Based Staff, Salary is to be fixed as per the LOC (Letter of Contract) signed between Service Provider and the Client.

All Project Staff follow University Staff Calendar for vacations and other holidays and keep electronic record of attendance with Sing-In and Sign-Out compulsorily.

# Table 2: Financial Guidelines while preparing proposal for external funding (all rates are calculated in Nepalese Rupees)

# (To be revised with the change in salary structure)

Positions	Charge- out-rate per hour	Permissible claim in proposal (> or = 2.5X)	Allowable incentive (1.5X) rate per hour
1. PI, Co-PI, PC			
Lecturers	285	712.5	427.5
Assistant Professors	285	712.5	427.5
Associate Professors	540	1350	810
Professors	540	1350	810
2. Research Associates (RAsso.)			
Lecturers	255	637.5	382.5
Assistant Professor	255	637.5	382.5
Associate Professor	285	712.5	427.5
Professors	285	712.5	427.5
3. Research Fellows (RF)			
M.Phil/Ph.D.	255	637.5	382.5
Graduates	155	387.5	232.5
Undergraduates	125	312.5	187.5

3. Research Assistants (RA)			
Master's level and above	225	562.5	337.5
Bachelor's level	140	350	210
Trained technical staff	115	287.5	172.5
Untrained	55	137.5	82.5

Circulated on the interest of Project Staff by the Order of Director -Research,
Development and Consultancy. In case of any discrepancies, final explanation authority
lies with the Registrar of the university. Dec 2015



Annex 1

# KATHMANDU UNIVERSITY

Dhulikhel, P.O. Box 6250, Kathmandu, Nepal Tel: (011) 661399, Fax: 977-11-661443, Website: http://www.ku.edu.np/research

Date:					
То:	Director the Directorate of Research, Development and Consultancy Central Office, Kathmandu University, Dhulikhel				
Subject:	Application for the Approval of Externa	Illy Funded Resear	ch Projects		
1.	ncipal Investigator the first will be assumed to be the project leader)  oject:	School	Department		
Duration appl	ied for (dates): From	to			
Funding Body	7:				
Complete Add	dress of the Funding Body to which the	application is to b	oe forwarded:		

Summary of Financial Proposal (for guidelines to breakdown of the funds refer Guidelines separately):

Budget items	Amount applied for	Percentage
		share
Personnel costs		
Durable equipment's costs		
Consumables costs		
Transportation and other costs (inc.		
seminar, workshops, conferences etc.)		
Overhead		

Project acronym and number as provided by the Office of the Director - RDC:						
Signed	Date					
Authorised Signatory						

#### **IMPORTANT:**

- 1. The proposal to be submitted to the Office of the Director-RDC one month prior to start of the project.
- 2. The Technical report and financial statement required should be submitted to the Office of the Director-RDC upon completion of the work, at the latest, within one month of activity completion.



# KATHMANDU UNIVERSITY

Dhulikhel, P.O. Box 6250, Kathmandu, Nepal Tel: (011) 661399, Fax: 977-11-661443, Website: http://www.ku.edu.np/research

Annex 2.1						
Date:						
То:	Director the Directorate of Research, Development and Consultancy Central Office, Kathmandu University, Dhulikhel					
Subject:	Application for Opening of Project Account					
	plicant (s) as PI e the first will be considered	ed as the project leader)	School	Department/Centre		
	-	Research Project wi	•			
Acronym:						
Project Durat	ion:					
Signature of I	РІ		Date			
_	tor, with the signate open a project acco		nformation of t	he project given therein, is		
Type of Acco	unt					
Account Num	nber	Name of Bank_				
Swift Code		Name of Beneficiary				
Signed			Date			
Manager- RD Special Cond						

# **Annex 2.2**

# Office of the Registrar Directorate of Research, Development & Consultancy (RDC)

Central Office, Dhulikhel, Kavre GPO Box: 6250 Kathmandu, Nepal

Tel: 00977-11-661399 Fax: 00977-11-661443

Kindly furnish information in the following format for the website: ku.edu.np/research under <b>Currently Funded Projects</b>					
1. Title of the Research Project:					
1. Name (s) of Investigators					
2. Collaborating Partners					
3. Funding Agency					
4. Outputs					
5. Total Budgets (specify NRS or US\$)					
6. Direct/Indirect benefits					
7. Publications/Remarks					
Please attach e-copy of proposal (both technical and financial) or email separately to <a href="mailto:research@ku.edu.np">research@ku.edu.np</a> . Provide photos for the Gallery related to your project activities. Use separate sheets for different projects.					
Please specify: Would you like your Proposals to be public (state yes or					
no) Project Acronym:					

Full Name and Signature of Principal Investigator

Date



# KATHMANDU UNIVERSITY

Dhulikhel, P.O. Box 6250, Kathmandu, Nepal Tel: (011) 661399, Fax: 977-11-661443, Website: http://www.ku.edu.np/research

Annex 3

Date:

То:	Director the Directorate of Research, Development and Consultancy Central Office, Kathmandu University, Dhulikhel					
Subject:	<b>Application for Internally Funded Research Projects</b>					
Name of ap	oplicant (s) one the first will be considered as the project leader)	School	Department			
1.						
2.						
3.						
4.						
5.						
Name and b	rief description of the Research Project w	ith Acronym:				
Title:						
Acronym: :_						
Brief Descri	•					

Which semester is funding applied for (d		
From to_		
Summary of Financial Statement:		
Budget items	Amount (in NRs.)	Percentage share
Wages and Labour costs		
Durable equipments costs		
Consumables costs		
Transportation costs (inc. seminar,		
workshops, conferences etc.)		
Total Funding requested for		
Signature of Principal Investigator (Please attach written proposals)		Date
(For Official use only)		
Project number Signature (N	Manager- RDC)	
Final Approval:		
Signed (Director- RDC)	Γ	Date
Special Conditions (if any)		

# Annex 4.1

# Contract Agreement between Contractor and Kathmandu University for the purpose of Vehicle Hire

#### AGREEMENT FOR VEHICLE HIRE

This agreement is made on this	
Mr/Ms	_ (herein after called the Contractor) whose
permanent address is at	and Kathmandu University (herein after
called the KU) it's central office is situated at Dhulikhel-	7, Kavre. The Contractor will provide a vehicle-
services on hire basis to KU for project use on the terms	and conditions herein contained, and rates as
mentioned in the table above. Additionally, KU shall dec	luct 10% tax on every transaction as TDS (Tax
Deduction at Source) as per policies of the Government of	of Nepal. Now in present of witnesses and it is
hereby agreed and declared by and between the parties to	these present as followings.
1. The Contractor shall during the period of this contract th	aat is to say fromto or until
this contract is determined by such notice as herein after n	nentioned, will provide on the rates accepted as
described in the table above this agreement. It is hereby ag	greed by the Contractor that number of vehicles
required is likely to change and may be demanded accordi	ng to the service required by the KU.
2. The Contractor shall comply with all the terms and condit and forms integral part of this agreement.	ions which are part and parcel of this agreement
3. The authorities of KU shall place an order for their requafter called Hire order) and will receive acknowledgement contractor will supply vehicle to the KU authorities on regard the parties in agreement are satisfied with the performance of the contractor.	from the contractor for service of vehicles. The ular basis until such time the Contractor is valid
4. The Contractor agrees with the KU as each authority of to the terms of this Agreement for vehicle Hire and in the terms in hire order, the terms of this Agreement for vehicle	event of a conflict between these terms and the
5. The Contractor will provide vehicles service to KU such we be the liability to the contractor.	vehicles taxes, insurance payable taxes etc. shall
6. The Contractor should provide the particular model or m	ake of vehicle as agreed upon in the agreement.

The KU reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the KU

is not happy with the condition of the vehicle provided, the Contractor will be informed immediately and the contractor should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the KU then the KU will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable by the Contractor to a new vehicle owner.

- 7. The Contractor will submit as mentioned format Log sheet to KU on monthly basis for release of payment by KU.
- 8. A driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ KU officials. On the basis of these duty slips, the bills shall be raised to KU by the contractor.
- 9. If the Contractor fails to provide the vehicle as per the agreement to KU and if the service is not found satisfactory enough, the KU shall have the right to terminate the agreement in whole or part. KU will give notice to the contractor to terminate the agreement.
- 10. In a case of accident resulting in loss or damage to property, life, the sole responsibility for legal or financial implication would vest with the Contractor. KU shall have no liability whatsoever in accident.
- 11. The contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the period of the agreement in respect of vehicles provided by contractor. KU will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
- 12. For any reason the KU is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be noticed to the Contractor in writing. The Contractor shall immediately replace it with a commercial vehicle on receipt of such written complaint of KU.
- 13. The Contractor shall also be liable to pay for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period. In additional al Taxes payable locally the contractor shall be liable to pay.
- 14. The Contractor will also ensure that they will not supply the vehicles to KU which are either owned by employees at KU or their near relatives. 15. The Contractor institutes any legal proceedings against the KU to enforce any of its rights under this agreement it shall be in the legal jurisdiction of KU. KU would decide either to continue the contract or terminate the agreement without notice to the Contractor.
- \* Any dispute arises between KU and the Contractor such dispute settle down with mutual understanding if it is not possible then the parties are entitled to seek legal remedy according to the contract law of Nepal.

# Kathmandu University's Research, Development & Consultancy (RDC) – Policy, Guidelines & Procedures (2015)

Signed	Signed
For and on behalf of the KU	For and on behalf of the Contractor
Name (caps)	Name (caps)
Position	Position
Date	Date
In the presence of Witnesses	In the presence of Witnesses

## Annex 4.2

#### Directorate of the Research, Development and Consultancy (RDC)

(This Vehicle Request Form has to be filled-in by the Principal Investigator or the Person Authorized and submitted to the Physical Facilities Division through the Director-RDC at least three days before the use of the vehicles.)

## **VEHICLE(S) REQUEST FORM**

## **Kathmandu University (Projects)**

Please arrange a vehicle with the particulars furnished below:

Date of Departure:	Time of Departure:
Expected date of return:	Expected time of return:
From (main places):	to and
Type of Vehicle requested for: Jeep / Car / Pick (encircle the requested type)	Up / Bus / / Micro-Bus
Purpose of visit:	
Cost to be covered from (mention the Acronyn	n of the project):
Requested by: PI or the Person Authorized (Full name, signature with date)	
Authorized by:  Director- RDC	
(Full name, signature with date)	

## Directorate of the Research, Development and Consultancy (RDC)

# Vehicle Movement Log Sheet

(This log sheet is to be compulsorily submitted at the time of claim for payment of Vehicle Hire)

Annex 4.3	Vehicle No	Vehicle Type:
7 (IIIICX <del>-</del> 1.5	Vernere ivo	

Date	Traveller's Name	Dept/Division	Time of start	Initial Kilometre	Main Places	Time of return	Final Kilometre	Total distance	Signature of the Traveller	Amount (in NRS)
			Start	Reading	visited	return	Reading	covered (in KM)	Traveller	INNS)
								,		

.....

(Signature with full name of the Driver (copy of Driver's license to be compulsorily attached with this Log Sheet)

# Directorate of the Research, Development and Consultancy (RDC)



Name:

(This sheet is to be compulsorily produced in cases where payment is to be made on contract basis to the Researchers or any Service Provider)

## Annex 5

# Time Sheet/Log Sheet for Payment Claim by the Researchers/Service Providers

Designation:

Contact Address:					Email:	
					Mobile:	
		Fc	or the Mor	nth of :		
Date (DD/MM/YYYY)	*Official hours (Per day)	Time from (DD/MM/YYYY)	Time To	Actual hours worked per day	Short description of the work undertaken	Signature
ecified/agreed in t	he Contract Ac	reement thi	is is the Maximi	um Official Hours	not to exceed per day.	
. •	•				(DD/MM/YYYY)	

# Annex 6.1 Receipt of Payment Kathmandu University (Projects)

Received with thanks from	
The amount of Nepalese Rs By <b>Ch</b>	neque*/Cash (tick as appropriate)
(in words)	
On account of	
Project/Budget	
Additional Remarks:	
Tax as per Govt of Nepal's rule applies.  10% TDS on Vehicle Rental (Refer Rental Directives 2068 of 15% TDS (Refer Income Tax Act 2058 and Income Tax Rulcase of non-skilled wages shall be deducted additionally towards award of a degree.	es 2059) for professionals and 1% TDS in
Paid By:	Received By:
Signature Email:	Signature Email:
Phone:	Phone:

Checklist: Tick ( $\sqrt{\ }$ ), which of the following documents are submitted

- 1. Contract Agreement
- 2. Researchers' Time /Log Sheet
- 2. Drivers' Time/Log Sheet
- 3. A copy of Vehicle Hire Contract Agreement
- 4. Vehicle owners Blue Book
- 5. Driver's License

<sup>\*</sup> if payment is made by cheque, a copy of the cheque signed by the Receiver is to be submitted at the time of Advance Settlements.

# Annex 6.2

	KU-RDC voucher  CASH RECEIPT FOR	V DUI: THE F	
Date: Received From:	Payment Method: Cash not e	xceeding NRs. 500/4- only	Receipt number:
	Address:	Phone:	
For Payment Of:			
Payment Amount	(i	in words)	
Paid by	Receive	Verifi	ed by Authorised Person
	I CCCIT	ire	

# Annex 7

# **REPAIR & MAINTENANCE FORM**

# **Kathmandu University (Projects)**

Date:					
To The Manage Kathmandu					
_		_	-		phone/ /Equipment/ ugh Project Funding
(as circled)					
Sl. No.	Particulars wi	th Description		Rema	arks
Authorized to	<b>):</b>	D :			
Name		Project Acronym	School		Department
Authorized by	y:				

(This PI Consent Form has to be filled in by the PI and presented as and when asked, and also annexed in Final Reports/Thesis/Dissertation)

# Annex 8.1

Cons	<u>ent Form in English</u>		
Title	of the Research Project:		
Inves	tigator (s):		
Main	Collaborators:		
Fund	ing Agency (if any):		
	Informed Ro	espondent's (	Consent Form
PAR'			
		Explained in Detail	Respondent's Response if any
1.	Purpose of the Study	[ ]	
2.	Study Procedures	[ ]	
3.	Risk of the Study	[ ]	
4.	Benefits from the Study	[ ]	
5.	Complications	[ ]	
6.	Compensations	[ ]	
7.	Confidentiality	[ ]	
8.	Rights of Participants	[ ]	
9.	Alternatives to Participation in the Study	[ ]	
10.	Any Other	[ ]	
-	ondent's Consent		
Name	e of the Subject:		
Signa	ture of Guardian:		
Relat	ionship to Subject:		
Date	:		
I, the	stigator's Statement: undersigned have explained to the Subjection wed in the study and risks and benefits.	ect in a langua	ge she/he understands the procedures to be
Signa	ature of the Investigator	Da	ate:
Name	e of the Investigator:		
Signa	ture of the Witness:	Da	ate:
Name	e of the Witness:		

#### Annex 8.2

#### **CONSENT FORM**

(This Subject Consent Form has to be filled in by the Respondent and presented by the PI as and when asked by the Ethical Review Committee, RDC)

(For the Respondent)

The disadvantages and advantages of the research in which I am participating and for which I have to donate blood/sputum/.hair sample and provide confidential health related information has been explained to me.

I willingly, under no pressure from the researcher-

- (i) agree to take part in this research, and agree to participate in all investigations which will help acquire knowledge for the benefit of the mankind,
- (ii) agree to donate my and my children's 5 ml blood

My consent is explicitly not for disclosing any personal information. For disclosing any such personal information obtained from the investigations conducted on my samples, further consent should be obtained.

	•	s from research based on my samples.
Signatures		
Subject/Respondent	Witness	Principle Investigator.

# (सहमति पत्र)

उल्लेखित उदेश्यको सम्बन्धमा, मलाई सोधकर्ता बाट शोधकार्यमा सहभागिताका लागि गरिएको अनुराध स्वीकार्दै, रक्तदान/खकार/रौ लगायतका नमुना का साथै मेरो स्वास्थ्य सम्बन्धि गोप्य जानकारी, बिनाकुनै दबाब, स्वेच्छाले, मात्र मानब जातिको कल्याणका लागि भनि ज्ञान प्रदानगर्ने उदेश्य ले गरिएको यस पुनित कार्यमा मेरो पूर्ण सहमति छ ।

मलाई काठमाडौं बिश्वबिधालय बाट दिईएको जानकारी अनुसार, नमुना सङ्	ङ्कलन बाट प्राप्त
नतिजा मेरो जानकारी बीना सार्वजनिक गरिने छैन	
सम्बन्धित व्यक्ति	प्रमुख अन्बेषक

# Annex 9 (Front)



## Kathmandu University, Dhulikhel, Kavre TRAVEL ORDER (TO) FORM National / International Travel

	Personal Detail	
Name		
Position _		
Department/ Section		
Office/School		
Travel Detail	(IMPORTANT- Advance Settlement must be d	lone within 35 days)
Purpose of Travel		
Place and Country		
Period	to	
Mode of Transportation		
Expenses By		
Advance Detail	Travel Expenses I	Daily Allowance
Remarks	Please mention if "As Per Actual	Scheme" Yes / No (encircle)
To be Filled by HOD/ Coordinator		be borne by Faculty Development(if FDP please tick)
Name: Signature:	<ul><li>Budget Amount f</li><li>As per the Annua</li></ul>	
Requested By:	Recommend By	Approved By
Traveler's Signature	Dean /	Registrar
Date:	School	Date:
	Date:	

				Official	Purpose	<u>e</u>			
Budget No	:		thro	ugh Cas	h/ Cheq	ue No:_			
Rs			in word	ls					
has been p	orovided (	to							
Account Of	fficer's Si	gnature				Date	<u>:</u>		
ravel Bill ravel Expenses	<u> </u>			Daily A	Allowanc	es	Other Expenses		
Iode of ransportation	Class	Rate	Total	Days	Rate	Total	Detail		
•									
						1			
		Total							
Expenses	s Detail:								
Travel Ex	penses (A)						Attached the bill.		
Daily Allo	wances (B)								
Other Exp									
Total Exp									
Advance T									
Reimburs F(D-E)	e / ( Bank D	Deposit)							
						ny falsif	ication will be the grou	ind of	
Signature	ā.			Date					
Checked	By:			Date:					
Approved				Date:					

#### Annex 10

# **LETTER OF APPOINTMENT**

(Refer separately for the Terms and Conditions offered by the Supervisor)

FOR THE POSITION OF: (PI, Co-PI, PC/RAS/RF/RA)		
CONTRACT PERIOD:	From	to
UNDER THE SUPERVISION OF: Mr/f	Ms/Dr/Prof	
AT THE OFFICE OF:		
PROJECT ACRONYM:		
PROJECT COORDINATOR:		
	<u>CERTIFIC</u>	ATION
This letter of appointment	is offered to Mr/Ms	S
	with	h date of birth
and permanent address as	<del>;</del>	
Village/Municipality name:		
Ward no		
District:		
Tel:	(home)	(mobile
Employee's Next of Kin (N	OK):	
Name:		
Address (if different from a	above):	
Director		
Research, Development an	d Consultancy (RDC	C)

# Annex 11

# **INVOICE**

Date:							
From:							
Name:							
Address:							
То							
Item	Description	Unit Price	e		Quantity		Amount
	L						
Invoice Notes				Sul	o Total (NRs)		
				Ral	ance Due (NRs)	0.00	
				Dal	ance Due (INNS)	0.00	
Amount in Words							

52

#### ANNEX 12

# काठमाडौँ बिश्वबिधालय अनुसन्धान, बिकाश, तथा परामर्श निर्देशनालय संभौता पत्र

काठमाडौं विश्वविद्यालयसंग सम्बन्धित "िफल्ड रिसर्च" को लागि तपसील वमोजिमका कार्य गर्न गराउन मंजुर भई दुवै पक्षविच यो संभौता गरिएको छ ।

गर्न गराउन मंजुर भई दुवै पक्षविच यो संभाता गी	रेएको छ ।
<u>कार्यहरु</u>	
٩)	
₹)	
₹)	
ゟ)	
काठमाडौं विश्वविद्यालयको तर्फवाट श्री	) नवढ्ने गरी लाई
एकमुष्ट वा पटक-पटक गरि भुक्तानी गरिने छ । भुक्तार्न Table 1 मा उल्लेखित दरभाऊ लाई आधार मानी 15% TI	
कट्टी गरिनेछ   कार्यविवरण (TIME SHEET) उपलब्ध नमु	<b>3</b>
काठमाडौं विश्वविद्यालयका तर्फवाट	स्थानीय सहयोगी
हस्ताक्षर:	हस्ताक्षर:
नाम:	नाम:
पद:	ठेगाना:
मिति:	मिति:

#### **ANNEX 13**

Project ID:
Employment Contract No:

#### 1. Job Description

The basic job description of employee will be according to the attachment to the employment contract, signed by both the employee and the employer. In addition, the employee will be obliged to carry out additional responsibilities assigned by the supervisor, with a verbal or a written agreement between the supervisor/employer and the employee.

#### 2. Place of Work and Working Time:

The employee shall make avail the services at the primary place of work defined in the contract, unless assigned by the supervisor to work at other places or to go on a mission. The normal working time will be in accordance to the working time of day mentioned in the contract and shall be according to the RDC Policy of Kathmandu University.

#### 3. Salary, Benefits, Paid Leave, and Holidays:

The Employee will be provided salary and benefits as mentioned in the employment contract in accordance with the RDC Policy of Kathmandu University. Paid leave and holidays provisions are also mentioned in the employment contract itself. Any additional benefits will be in accordance to the employment contract.

#### 4. Visit/Travel on Mission:

- i. A visit/travel order will be issued by the Employer mentioning mission destination, purpose of mission, duration of mission, mechanism of covering the mission costs.
- ii. The travel, accommodation, and other mission related costs should be as economical as possible.
- iii. Major transportation costs (air, bus, train, etc.) will be provided based on evidences of travel and cost of travel.
- iv. Local transportation, communication, and other miscellaneous costs during the visit/travel may be provided based on evidences/claims.
- v. Each day of work or travel during the mission will be considered as a normal day's work (or 6 hours of work). The rate for such will be normal rate mentioned in the Employment Contract with rates as specified in Pricing and Costing Policy of RDC, and will not consider the living cost at the mission location. No overtime will be provided for overtime works during the mission.
- vi. A fixed amount of daily allowance may be provided to cover the cost of lodging and food according to the rate mentioned in the travel order OR the cost of lodging and food may be provided according to the bill/claim depending on the mechanism mentioned in the travel order. Travel Order to be obtained compulsorily from the Registrar at least one week before the travel.
- vii. If part or whole of the mission related cost is sponsored or if free facilities are provided by hosts, then the facilities sponsored or freely obtained will be deducted from normally eligible claim. Such sponsorships or freely available facilities may be regarded as contribution from the organization to the project.
- viii. A cost claim will be required after the mission is over with all the evidences. The traveler shall try to obtain, keep, and furnish payment records for all the payments made, to the utmost possible.
- ix. The employer will have right to accept or reject claims without concrete evidences or claims made for costs on headings that are not mutually agreed prior to the mission.
- x. An advance will be provided to cover the mission costs based on the estimated cost of mission. The advance shall generally be cleared within 7 days of arrival at the primary place of work after the mission is over.

xi. A short mission accomplishment report or visit report is required within 7 days of arrival at the primary place of work after the mission is over.

#### 5. Occupational Health and Safety:

Precautions to be taken for occupational health and safety related matters are primarily the responsibility of the Employee. The Employee shall bring into notice the occupational health and workplace safety related matters to the Supervisor and the Employer. The Supervisor, the Employer and the Employee shall formulate appropriate safety procedures, precautions, and use of protective devices. The Employee shall follow these procedures, observe precautions, and use the protective devices.

#### 6. Insurance:

Workplace accident, medical, health, mission related, etc. insurance will be the responsibility of the Employee primarily.

#### 7. Data Security and Protection:

The employee shall observe appropriate procedure for data security and protection. The Employee shall regularly backup data and programs on separate physical drives. Passwords must be used appropriately to protect the data and programs from unauthorized access. Moreover, the Employer/Supervisor may demand access to the data and programs of the Employee related to the employment at any time. The employee shall generally destroy all the data and programs from personal possession after the handover of the same to the Supervisor/Employer.

The Employee shall not take away data related to the work using portable media, computer network, internet applications or any means, unless permitted by the Supervisor/Employer.

#### 8. Confidentiality and Restriction on Public Expression:

The employee shall observe confidentiality on all R&D matters of the Project and the R&D process and results related to the employment. The R&D procedures, results, and other related matter shall never be disclosed to public or third party without consent of the Employer, at least for 2 years after the R&D project has terminated.

#### 9. Good Moral Behavior:

The employee shall always observe the generally regarded good moral behavior, in relation to this employment.

#### 10. Use of R&D Results in Future:

The Employee will be entitled with the use of knowledge developed by the Employee himself/herself during the employment without any restriction in future. Moreover, the employee shall not use any stored data, documented methods, documented designs, written programs, and other tools/methods, which are developed by the Employee during the employment, directly on future works, without permission of the Employer.

#### 11. Communication and Reporting:

The employee shall communicate with the supervisor regularly using the media designated by the supervisor. The employee is required to meet in person with the supervisor at times and frequency decided by the Supervisor. The employee shall furnish reports as demanded by the Supervisor, at practical deadlines agreed beforehand.

#### 12. Use of Software and Copy Righted Materials:

The employee shall bring into notice the matter related with this issue to the Supervisor and the Employer, if any action of the Employee may result in the violation of the rights of the third party.

#### 13. Handover and Clearance upon Completion of the Employment:

The employee shall follow proper termination procedure for the termination of the employment at the end of the employment. The employee shall make a list of all durables (equipments, tools, furniture software, etc.) under his/her possession and handover to the employer. The employee shall handover all the remaining stock of consumables in his/her possession to the employer. The employee shall handover all the data, programs, and references (books, reports, references) to the employer in proper storage media. The employee

shall take clearance from the various units of the employment organization or primary place of work that are related to the employment. The employee shall further declare that the confidentiality of R&D procedures followed in the Project will be maintained for at least the remaining project period.

#### 14. Termination of the Employment Contract:

The employment contract may be terminated by either of the contracting parties with ONE MONTH prior notification for any reason what so ever. The employee shall carryout all the handover procedure required for proper termination of the employment.

#### 15. Amendment to the Employment Related Documents:

Any matter that require changes in any article in the Employment Contract, Job Description, Employee Declaration, Primary Employer Assignment, Approval of Student to Work in Project, this Terms of Reference for Employment or any other document submitted in relation to this employment shall be immediately brought into notice of the Employer and the Employee/Supervisor amongst each other, and subsequent amendment to the Employment Related Documents shall be done. The Employer and the Employee related status changes shall be transparent. The Employer will not be obliged to bear additional financial costs due to status upgrade of the Employee in the interim of the contract period. Salary rates are usually fixed for entire employment period.

#### **16. Dispute Settlement:**

Any dispute related to this employment shall be resolved amicably between the Employee, the Supervisor, and the Employer. The Employee and the Employer/Supervisor cannot invoke any conditions not mentioned in this employment related formal documents.

### 17. Right to Explain and Interpret:

The Employer will be the primary authority to explain and interpret all the Employment related documents including this ToR.

#### **Declarations:**

We have read through the ToR and hereby agree on this ToR.			
Signature			
Name and Project Title of the Employee			
Date and Place			
Signature			
Name and Title of the Employer (Dean-concerned School)			
Date and Place:			

#### ANNEX 14



Kathmandu University
Office of the Registrar
Directorate of Research, Development and Consultancy
Specific Terms of Reference for Project Employment
research@ku.edu.np
www.ku.edu.np/research

# **Employment Contract**

Signed by both Parties, this is a valid Employment Contract between Kathmandu University and					
Address : Citize	nal identity no.:  nship No.: account no. : nality:				
Previously employed by KU? YES NO If YES, please	se indicate your RDC Ref. no.:				
Temporary employed from and including date	to and including date				
The Employment Contract ceases at the expiry of the agreed period, on without further notice.	or when the agreed work has been completed				
Remuneration paid in the form of:   Full Time (FT)  Part Time (F	T) Contract (CT)				
Job title (PI,Co-PI,PC; RAsso.; RF; RA; ULW):					
Grade: (A, B, C, D):					
Project Acronym:					
Name of Principal Investigator:					
The job is linked to department/research centre:  Name of closest person (NOK). :  Phone:	Place of Work:				
Permanent Address (Village/city/ward no./district):					
:					
Miscellaneous information : * If no fixed place of work is defined, and the employment is on CONTRACT ( employed works at several locations are in accordance with the Activity Plan a Document, use Template 12 in Nepali or translation to English as needed.					
Remuneration are paid on the 27th of each month. If an error is made in relation the next pay month.	on to payment of wages, adjustments will be made				
With my signature, I confirm that I accept the Employment Contract on	the terms indicated above.				
City / date	City / date				
Employer	Employee				

The Contract has been prepared in two copies.

The Employee keeps one and one copy is forwarded to the RDC office which transmits the information to the HR office.

#### **ANNEX 15**



# Directorate of Research, Development and Consultancy Kathmandu University

Dhulikhel- 7, Kavrepalanchowk Tel: 977-11-661399; 661511; Fax: 977-11-661443

Applica		
7 (50110)		
(Please fill all the entities of this form. Supporting	documents can be attached.)	Please attach passport size photograph
Date of application:		
Applied post:		
(As Announced)		
Research Fellow		
Research Associate		
Research Assistant		
Personal Details		
First Name(s):	Last Name:	
Full name (In Devnagari):		
Place of Birth:	Date of Birth:	

## Kathmandu University's Research, Development & Consultancy (RDC) – Policy, Guidelines & Procedures (2015)

Nationality:		Sex:	
Marital Status:			
Office Address:			
	Telephone:	E-mail:	
Permanent Addr	ress:		
	Telephone:	E-mail:	
Contact Address	(Please notify either residence or office	or other)	
	Telephone:	E-mail:	

# Kathmandu University's Research, Development & Consultancy (RDC) – Policy, Guidelines & Procedures (2015)

Level	Name and Address of Institution	Major Subject	Marks in Percentage/GP A	Year of Degree Completed
SLC				
Intermediate				
Bachelor				
Master				
Doctoral				
Other				

# **Professional Experiences**

Position	Name and Address of the	Duration of	Duration of work	
POSITION	Institution	From	То	

Kathmandu University's Research, Development & Consultancy (RDC) – Policy, Guidelines & Procedures (2015)							
Professional Affiliation							
Type of Membership	Type of Membership Name and Address of the Institution						
Publications (latest any	three)						
1.							
2.							

Your fields of interest in research
How have you been inspired to apply to this position?
References
1.
2,

3.

Docum	ments to be submitted with application form			
2. 3.	2. Photocopy of latest degree 3. Curriculum Vitae	unced position)		
	7 7 7 7 7	,		
I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experiences. I understand that any wilful misstatement described herein may lead to my disqualification for the position/purpose of this application. All the rights regarding the decision on the application or the selection of aforementioned post will remain with KU.				
Signatu	iture:	Date:		
Name:	e:			