



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 RDI 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 RDI 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 RDI, 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.



Kathmandu University

Office of the Registrar

Directorate of Research, Development and Innovation

General Terms of Reference for Project Employment

- 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

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Name and Project Title of the Employee

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Date and Place

Signature

.....
Name and Project Title of the Employer

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Date and Place: