

GENERAL CONDITIONS OF COMPETITIVE RESEARCH GRANT AGREEMENT WITH OUSL

The following are the general conditions relating to this Agreement concerning OUSL support for research or other technical services. The purpose of such support is to assist the members of the academic staff of OUSL to undertake research projects which have been agreed upon by the Principal Investigator and the Vice Chancellor of OUSL.

1. Principal Investigator

- 1.1. The Principal Investigator, who must be an employee of the OUSL will be responsible for all the technical and administrative aspects of the work referred to in this Agreement.
- 1.2. The Faculty / Department is required to notify the Director Research of OUSL immediately of knowledge that the Principal Investigator will cease or ceases to be an employee of the Faculty / OUSL or is no longer continuing his/her work responsibilities as per the Agreement.

Under such circumstances, the OUSL has the right to;

- a. cancel the Agreement or
- b. agree to continue the project work under a new Principal Investigator, who will be one of the Co-principal investigators of the said grant, nominated by the Faculty / Department and approved by OUSL.

2. Financial Agreements

All purchases and payments shall be governed by the financial regulations of the Open University of Sri Lanka. Payments are to be made to the Principal Investigator through Bursar as specified in the Agreement and in accordance with the schedule of payments contained therein. If, after the submission of the final financial report, there remains an unused balance of funds with the Principal Investigator, this balance shall be returned to the Bursar of the OUSL.

In the event of this Agreement being cancelled under any circumstances, the Principal Investigator shall refund to the Bursar, the balance of funds not yet used. The funds provided under this Agreement will be expended in accordance with the approved terms of the Agreement.

The funds transferred to the Principal Investigator under this Agreement may not be used to meet any form of emoluments, travel costs or any other reimbursements of expenditure to a staff member of OUSL unless it is specifically specified.

- Unless otherwise provided in the project proposal and in this Agreement these funds may not be used to cover;
- 1 normal administrative and overhead expenses;
 - 2 cost of maintenance, repair, running or insurance of existing equipment and machinery belonging to the Department / Faculty;
 - 3 cost of construction of new buildings or alterations and modifications of existing buildings and premises;
 - 4 salary support of the Principal Investigator.

3. Equipment and Supplies

OUSL shall supply equipment and other materials to the Principal Investigator under this Agreement in accordance with the financial regulations of the Open University. Maintenance, safeguard, and care of equipment purchased under the research grant vested with the principal Investigator during the project period.

Unless otherwise agreed, the ownership of equipment and other supplies provided by under this grant will normally be transferred to the Department / Faculty. In case, the same equipment is to be used by another grantee in the same Department or Faculty, such a grantee shall be allowed to use the said equipment in mutual agreement with the Principal Investigator.

In the event of this Agreement being cancelled (para 1.2 a) or where circumstances so warrant or at the end of the term of this Agreement, OUSL may require the Principal Investigator to surrender the equipment supplied under this Agreement.

4. Reports

The Principal Investigator shall submit both the technical and financial reports to the Director/Research on his / her work as required. (Half yearly, Final)

- 4.1. Technical reports are to be forwarded through and countersigned by the head of the Department and the Dean of the Faculty. The final report will summarize the course of the project and give in sufficient detail its positive and negative findings so that the value of the work can be assessed.
- 4.2. Financial reports are to be forwarded after being jointly certified by the Bursar of the OUSL and the Registrar and the Principal Investigator. The reports must show that the use of funds provided by OUSL has followed the original budget expenditure pattern agreed between the Principal Investigator and the OUSL. These reports are subject to audit by OUSL auditors including examination of supporting documentation and relevant accounting entries in the relevant books. In order to facilitate such financial reporting and audit the Principal Investigator will keep accurate and systematic accounts and records in respect of the project. The financial reports must be submitted within 30 days after the completion of the research project.
- 4.3. Management of finance pertaining to this project shall be in accordance with the terms and conditions of the University's financial regulations.
- 4.4. The Principal Investigator shall deal with the Bursar through Head of the Department and the Dean of the Faculty in respect of financial transactions of the project; However, the Director Research shall be kept informed of any such transactions by way of sending copies of correspondence with the Bursar;
- 4.5. Deviations from the original budget of the project are not encouraged. However, in case such a deviation is deemed to be essential, it must be only with prior approval of the Director Research; Finances allocated for equipment vote shall not be transferred to any other votes of the budget.

5. Relationship and Responsibility of Parties

The relationship of the Principal Investigator will be that of an independent contractor. The Principal Investigator shall be solely responsible for the manner in which work on the project is carried out.

6. Ownership, Intellectual Property and Publication

6.1. Information generated in the course of the project funded by this Agreement shall be freely available to OUSL for use of dissemination with the proviso that the legitimate proprietary rights of both OUSL and the Principal Investigator shall be respected.

Tangible products developed in and patent rights and copyrights resulting from the participation in the research project shall be the property of the OUSL and the principal and Co investigators. However, these and all other results of the research shall be freely available to OUSL and /or by OUSL nominees. All relevant written and oral technical know-how shall be provided to OUSL upon request.

In the event that the research results in a product, a process or information which, by sale of license, may result in financial gain, OUSL shall share in that gain to a degree commensurate with the importance of its contribution as determined by agreement of the parties.

6.2. The OUSL and the Principal Investigator shall have the right to publish research results. In such an event, affiliation of the Principal investigator should be stated as the OUSL. The responsibility for the direction of the work shall not be ascribed to OUSL. All publication shall include a notice, unless otherwise instructed by OUSL, indicating that the underlying investigation received financial support from OUSL. In the event of any publication, two copies of the publication shall be sent to OUSL unless another number is stipulated. OUSL funds may not be used for publication costs unless specifically authorized. OUSL assumes no obligation to publish documents submitted to or contracted for by OUSL.

7. Research Involving Human Subjects

7.1. Ethical Aspects

It is the responsibility of the OUSL and the Principal Investigator to safeguard the rights and welfare of human subjects involved in research supported in whole or in part by funds from OUSL, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and subsequent amendments. Such funds may be used only to support investigations where (a) rights and welfare of the subjects involved in the research are adequately protected, (b) freely given informed consent has been obtained, (c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the OUSL and (d) any special national requirements have been met.

7.2. Regularity Requirements

It is the responsibility of the Principal Investigator to comply with the relevant national regulations to clinical studies of new drugs or devices. OUSL shall, on request, arrange to make available such information as may be required by national regulatory agencies.

8. Research Involving the Use of Laboratory Animals

The Principal Investigator undertakes that living vertebrate animals required for use as laboratory animals for the research to be carried out under this Agreement, will be handled in accordance with generally accepted

principles for the humane treatment of such animals and the avoidance of unnecessary suffering.

9. Research Safety

It is the responsibility of the Principal Investigator to establish and implement policies and practices to assure and provide for the safety of its employees, the public, and the environment during the conduct of the supported research. If the supported research involves the use of dangerous Chemical and Biological agents, the Principal investigator shall establish and implement an appropriate research safety plan.

10. Publicity

The Principal Investigator agrees to neither publish nor make available to any audience references to the relationship of OUSL project, or products or processes arising from the project, without prior clearance from OUSL.

11. Choice of Law and Settlement of Dispute

This Agreement shall be constituted in accordance with the law of Sri Lanka. Any controversy or claim arising under or relating to the terms of this Agreement and / or to any alleged breach thereof should unless amicably settled, be submitted to conciliator directed by an expert acceptable to both parties.

ON BEHALF OF OUSL / VICE CHANCELLOR

PRINCIPAL INVESTIGATOR

Signature: (1)

Signature: (1)

WITNESSES

Dean / Faculty of Natural Sciences

Head / Department of Botany

Signature:

Signature:

Name:

Name.....

Date:

Date: