

SULTNATE OF OMAN
THE RESEARCH COUNCIL
PROGRAMS AND RESEARCH



OPEN RESEARCH GRANT GUIDELINES

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1 GENERAL

1.1 ABBREVIATIONS

The below abbreviations are listed on alphabetical order.

ASGPR	Assistant Secretary General for Programs and Research
BC	Budget Committee
Co-PI	Co-Principal Investigator
GC	Grants Committee
IAD	Internal Auditing Department
IFFP	Institutional Financial Focal Point
IFP	Institutional Focal Point
IP	Intellectual Property
IPR	Intellectual Property Rights
ORG	Open Research Grants
PD	Programs Department
PI	Principal Investigator
SG	Secretary General
RAM	Research Area Manager
RAD	Research Administration Department
TRC	The Research Council
TRESS	The Research Electronic Submission System
RA	Research Assistant
RI	Research Institution

1.2 DEFINITIONS

The below definitions are listed based on their alphabetical order.

Budget Committee (BC):	A Subcommittee assigned by TRC Board responsible for budget decisions of research proposals;
Co-Investigator:	Any Investigator other than the Principal Investigator and Co-Principal Investigator who takes part in the Research Project;
Conflict of Interest:	Any situation in which a person's professional or personal involvements may influence the objective exercise of his/her duties. A situation in which a person has a professional or personal interest sufficient to influence the objective exercise of his/her official duties. This may involve personal or professional relationship between any one of the Investigators and TRC staff, a peer reviewer or a GC member, such as being a close relative, present or past coworker, coauthor, collaborator, subordinate, supervisor...etc. This may equally include long-standing scientific or personal differences between investigators and reviewers or GC members.
Consultant:	An expert in a specific field involved in the research project to provide, , scientific advice, improved implementation of research, and/or technology transfer;
Co-Principal Investigator (Co-PI):	A researcher who is delegated to lead the research project during the absence of the PI. The Co-PI is required to be the holder of a PhD or equivalent and to be an employee by the RI.
Grant Agreement:	An agreement, between TRC and the RI, stipulating the terms and conditions of funding support granted by TRC for a Research Project;
Grant Committee (GC):	A Committee appointed by TRC to evaluate and rank research proposals falling within any one of the six Research Sectors, for ORG, and to monitor the subsequent progress of research projects that have been approved for TRC support;
Institutional Focal Point (IFP):	A staff responsible for liaising with TRC on the submission of research proposals and subsequent progress and evaluation of research projects. The IFP is appointed by the RI.
Institutional Financial Focal Point (IFFP):	A staff in charge of liaising with TRC on post-award administration of research projects. The IFFP is appointed by the RI.

Negotiation Team:	A team responsible for negotiating amendments to conditionally approved research proposals for TRC Grant;
Open Research Grants (ORG):	Financial support for investigator-driven Research Projects 75% of the budget of which is directly allocated to activities based in Oman;
ORG Round	ORG funding cycle.
Post-doctoral/Research Fellow:	A person holding a PhD degree and involved in a research project as a full time researcher;
Principal Investigator (PI):	The researcher responsible for leading the Research Project. The PI is required to be the holder of a PhD or equivalent and to be an employee by the RI.
Project Team:	All investigators and such other personnel assigned to the Research Project;
Research Assistant (RA):	local or non-local contract personnel hired on a term basis to be directly involved in the Research Project;
Research Institution (RI)/ Beneficiary	A research or academic institution employing an Investigator and having the infrastructure and capacity to carry out part or the entirety of the Research Project, as defined in ORG Grant Agreement;
Research Project:	A set of research activities approved for funding under an ORG agreement;
Research Proposal:	A formal application for an ORG to support a proposed Research Project;
Support Staff:	An employee providing support to research projects and falling under the category of craftsman or secretarial and clerical staff;
Technician:	An RI employee with technical knowledge and experience, who performs, full or partial scientific and technical tasks within the Research Project under the supervision of an Investigator;
The Research Electronic Submission System (TRESS):	Online portal used to manage all pre and post award of ORG project activities. These include submissions by PIs, evaluations by reviewers, financial management, progress, and final reporting;

2 OVERVIEW OF THE OPEN RESEARCH GRANT

The Open Research Grants (ORG) is a national research program adopted by The Research Council (TRC) in the Sultanate of Oman. This program allocates small-to-medium size research grants to support short-term and mid-term research projects in areas defined by researchers from academic and research institutions in Oman. The main goal of this program is to expand and enhance research capacity in the Sultanate within the broad fields of sciences and humanities. To achieve this goal, TRC identifies a number of objectives described in the following section.

2.1 ORG OBJECTIVES

The objectives of ORG program are to:

1. Encourage research initiatives undertaken by qualified individual or group investigators in areas specific to their interest and relevant to their expertise;
2. Foster high-quality research and develop research capacity through responsive-mode grants;
3. Support the creation of teams and networks of researchers and research support personnel;
4. Assist young graduates through providing financial support for their postgraduate research work.

While proposals for TRC grants can relate to any field of research, TRC assigns a higher priority to research projects with one or more of the following features:

1. Interdisciplinary/multidisciplinary research;
2. Pioneering work addressing new and emerging fields of knowledge;
3. Unconventional, innovative approaches and scientific inventions;
4. Projects intended to solve practical problems with matching or partial contributions from industry, academic institutions or government agencies.

2.2 RESEARCH SECTORS

Applications can be made in any field of research. To manage the application process, TRC identifies six research sectors (See Table 2-1). Proposals of an interdisciplinary/multidisciplinary nature which cross the boundaries between different fields of research would need to be applied against the most relevant sector

Research Sector	Sub-sectors
Energy and Industry	Energy and Power
	Industry
Information and Communications Technologies (ICT)	Information
	Communications Technologies
Environmental and Biological Resources	Agriculture & Fisheries
	Environment
	Water
Education and Human Resources	Education
	Human Resources
Health and Social Services	Health
	Social Services
Culture, Basic and Social Sciences	Culture
	Basic Sciences
	Social Sciences

Table 2-1: list of research sectors and research areas as specified by TRC.

3 Roles and Responsibilities

This section defines the roles and responsibilities of each entity, staff member and applicant in the ORG process.

3.1 THE RESEARCH COUNCIL

3.1.1 SECRETARY GENERAL

Secretary General (SG) is responsible for the approval of this document and its updates and/or amendments. On case-by-case bases; SG approves or rejects PI's requests, for the issues that these guidelines may have not cover. He is responsible for the approval of any change orders against signed agreements and/or any PI and/or RI requests beyond stipulated

authorities in these guidelines. SG may, however, delegate any of the above responsibilities, as deemed appropriate.

3.1.2 ASSISTANT SECRETARY GENERAL FOR PROGRAMS AND RESEARCH

Assistant Secretary General for Programs and Research (ASGPR)

1. Owns this document and be responsible for obtaining approvals of its updates and/or amendments;
2. Selects GC members for appointment by SG.

3.1.3 PROGRAMS DEPARTMENT

1. Oversees all ORG activities;;
2. Ensure the overall efficiency of the pre-award process from proposal reception to evaluation and award;
3. Recommend names for GC membership to ASGPR.

3.1.4 RESEARCH AREA MANAGER

The Research Area Manager (RAM) has the following responsibilities:

1. Oversees all sector's activities in TRC;;
2. Recommend potential candidates for GC membership to PD;
3. Act as a contact point for ORG submission of practical questions;
4. Ensure the quality of submission, review and approval of ORG submitted research proposals.
5. Receive research proposals and carry out initial screening to check completeness and compliance of submissions for ORG;
6. Select peer reviewers and coordinates "Excellence" and "Relevance" evaluations of research proposals submitted for ORG;
7. Ensure the absence of conflicts of interest in reviews and evaluations of research proposals;
8. Provide directions on how to deal with any sensitive questions that may arise during the course of the submission and evaluation process, including those related to possible conflicts of interest;
9. Provide technical advice to Research Administration and/or PIs in order to facilitate of efficient research projects;
10. Organizes GC meetings in liaison with the committee chair.
11. Provide proposal summaries to GC members and acts as a quality assurance during GC meetings;
12. Prepare proposals' evaluation reports for Budget Committee; and
13. Approve or reject progress/final reports as deemed appropriate.

3.1.5 RESEARCH ADMINISTRATION

The Research Administration Department (RAD) has the following responsibilities for ORG:

1. Organize BC meetings in liaison with ASG/SG offices;
2. Ensure conformity of proposed budgets with ORG rules and regulations;
3. Organize and lead negotiation meetings;
4. Prepare “Letters of Acceptance” and “Grant Agreement” documents for approved research grants and coordinate their endorsement;
5. Ensure project execution compliance with TRC rules and regulations;
6. Act as focal point contact with PI, IFP and IFFP in relation to project financial and administrative issues from opening account (A/C) in TRC system through adjustment requests to progress/final reporting and close out;
7. Provide financial comments on Progress and final reports; and
8. Approve or reject PI’s requests as deemed appropriate by TRC rules and regulations. These include:
 - a. Change of any member, except the PI, of project team;
 - b. Fund movement between budget categories within the same year;
 - c. Fund movements from one year to another; in the following cases:
 - i. For expenditures of 75% or more
 - ii. For justified financial commitments in cases of less than 75% expenditures;
 - d. Any other transactions as authorised by the Secretary General.
9. Authorise financial transaction to carry out payments to beneficiaries.

3.1.6 INTERNAL AUDITING DEPARTMENT

The Internal Auditing Department (IAD) audits ORG financial transactions before releasing payments to Research Institutions.

3.2 COMMITTEES

3.2.1 BUDGET COMMITTEE

The Budget Committee (BC) approves and/or rejects research proposals based on proposal ranking and resource availability.

3.2.2 GRANT COMMITTEES

The Research Grant Committees (GC) are formed for a three-year period that may be renewed twice. GC members are selected by TRC on the basis of their experience and/or relevance of their areas of expertise to particular research sector. There are six GCs, one for each of the six Sectors covered by the national research strategy (see Table 2-1). The names of the committee chairs and members are published on the TRC website. TRC may decide to split some committees into sub-committees depending on the nature of the disciplines involved in the proposals they received. The Chair may invite other individuals to participate in GC meeting based on the needs arising. An example of the GC composition is given in Table 2-2.

The committee allocation proposals are based on the sector selected by the PI. Proposals that are acknowledged as interdisciplinary may require the need for an interdisciplinary committee.

The Committees Chairs and members perform the following tasks:

1. Evaluate the “Relevance” of research proposals;
2. Recommend proposals for funding based on the results of “Excellence” and “Relevance” evaluations;
3. Provide technical advice, when requested by RAM, PD and/or RAD, on progress and final reports.

Chair (voting):	Set up meeting agenda with RAM, Chair the meetings, may close a discussion, sign off meeting reports drafted by RAM.
Deputy-Chair (voting)	Act on behalf of the Chair if not available, in which case is acting Chair (otherwise ordinary member).
Members (voting)	Participate in all discussions (except in case of conflict of interest – see below).
RAM (non-voting)	Represent TRC, set up meeting agenda with the Chair. RAM also provides summary of proposals or nominates another member (depending on specialty) to do so, participate in all discussions and finalize meeting reports. RAM equally deal with meeting logistics and act as rapporteur.
Other qualified invitees (non-voting)	Invited by the Chair. Participate in discussions when requested by the Chair.

Table 3-1: Structure of the Research Grant Committees.

3.2.3 NEGOTIATION TEAM

The Negotiation Team includes representatives from the following departments

1. Research Administration (leading negotiation);
2. Relevant Research Sectors;

The team addresses with the applicants the issues raised in the evaluation report. The team equally negotiates the required budget to accomplish conditionally approved proposals. The leader of the team may invite any party to the meeting in order to improve the quality of the negotiation.

3.2.4 PEER REVIEWERS

As internationally renowned specialists in specific research domains, peer reviewers act as referees to provide individual scientific assessments on “**Excellence**” of ORG submissions. Peer reviewers work remotely and deliver their individual reviews by electronic means. These reviews are carried out prior to the GC meetings.

3.3 RESEARCH INSTITUTION

The Research Institution (RI) undertakes the following commitments towards the proposed research project:

1. Offer the appropriate environment and ensure the independence of the PI in carrying out his/her allotted tasks throughout the project;
2. Nominate an **Institutional Focal Point** (IFP), to be approved by TRC;
3. Nominate an **Institutional Financial Focal Point** (IFFP), to be approved by TRC;
4. Take responsibility along with the PI for the management of the research project and the accountability of the research grant;
5. Ensure that the activities carried out with the contribution, whether partial or full, of TRC are performed within the period of funding specified in ORG agreement;
6. Take the necessary steps for the protection and exploitation of any valuable Intellectual Property (IP) resulting from the research project;
7. Ensure that the conduct of ORG project complies with:
 - a. The bylaws of the Sultanate of Oman;
 - b. TRC Rules and Regulations;
 - c. The terms and conditions set out in ORG agreement;
 - d. The ethical measures related to the issues that may have been identified by peer reviewer, GC members and RAM.

3.3.1 INSTITUTIONAL FOCAL POINT

The Institutional Focal Point (IFP) is responsible for the following:

1. Clear research project documents for submission to TRC after ensuring consistency with TRC and RI policies and regulations;
2. Follow up the operational, financial and administrative processes of ORG, such as the timely release of funds, the management of project changes, and equipment procurement and ownership;
3. Ensure that project team members are committed to the Grant Agreement in terms of expenditures, project duration, milestones, and deliverables;
4. Keep the project team members up-to-date with any announcements and adjustments in TRC rules and procedures.

3.3.2 INSTITUTIONAL FINANCIAL FOCAL POINT

The Institutional Financial Focal Point (IFFP) is responsible for the following:

1. Assist IFP in reviewing and processing all the financial aspects of the funded research projects;
2. Assist IFP in the follow up of operational, financial and administrative processes of ORG, such as the timely release of funds, the management of project changes, and equipment procurement and ownership;
3. Assist PIs to provide validation/supporting documents to TRC on.

3.3.3 PRINCIPAL INVESTIGATOR

The Principal Investigator (PI) is responsible for drafting, submitting and amending his/her research proposal. This equally includes the management and lead of his/her Research Project to accomplish approved objectives. All proposals submitted by PIs shall be forwarded by TRESS to IFP for endorsement before TRC starts the evaluation process.

4 ORG GUIDELINES

The ORG program operates on the following guidelines

4.1 ELIGIBILITY CRITERIA

TRC welcomes research proposals from all researchers in any academic field. TRC however applies minimum requirements as application eligibility criteria. These are described in the following subsections.

4.1.1 ELIGIBILITY CRITERIA FOR PRINCIPAL INVESTIGATORS

A PI shall meet the following minimum requirements to be eligible for ORG submission. These, however, are subject to modification in light of experience:

1. PIs have to hold a minimum qualification of a PhD degree, or equivalent, in any academic field;
2. PIs have to be hosted by an Oman-based Research Institution at the time of submission of the research proposal;
3. No PI may be associated with more than one proposal per ORG round. A PI can have more than one ORG but in different rounds.
4. A PI may, however, be included as a team member (co-Investigator) in another project, in addition to the one he/she leads;
5. Participation in an ORG program does not restrict the ability to apply to different research programs supported by TRC;
6. PI has no records of non-compliance to the Omani laws and/or TRC guidelines;

4.1.2 ELIGIBILITY CRITERIA FOR HOST INSTITUTION

The host institution can be any public or private legal entity located in the Sultanate of Oman. This includes:

- Academic institutions;
- Non-academic institutions; and/or
- Research-performing companies;

The followings are minimum eligibility requirements to host an ORG project:

1. Research-performing companies can host a PI as long as the PI's independence is not constrained by the company's research strategy;
2. The hosting institution must have the infrastructure and the capacity to carry out research projects;
3. The hosting Institution has no records of non-compliance to the Omani laws and/or TRC guidelines;
4. The hosting institution commits to the following conditions:
 - a. The PI can apply for funding independently but through IFP;
 - b. The PI must manage the research project and its funding and make appropriate resource allocation decisions;
 - c. The PI shall publish independently and invite, as co-authors, only those who have contributed substantially to the reported work;

- d. The PI shall supervise research team members, including research students, doctoral students or others;
- e. The PI must have access to reasonable space and facilities for conducting the research work.

4.2 SUBMISSION

Figure 4-1 provides an overview of the submission process. The sub-sections below explain the process.

4.2.1 ACKNOWLEDGMENT OF SUBMISSION

Once the proposal is cleared from the PI's institution, TRC will be electronically notified of the proposal submission through TRESS. Beside the acknowledgment, this message will contain a proposal code for future follow up. TRC will not modify or edit any submitted proposals. The proposals will be received as they are submitted by PIs. The research team are therefore encouraged to carefully review their proposal prior to submission as the proposal quality would affect evaluation. Subsequent to submission and whenever necessary, TRC may contact the PI to clarify questions of eligibility or to verify administrative or liability of data contained in the proposal.

4.2.2 MODIFICATION AND WITHDRAWAL OF PROPOSALS

As the review process may start immediately after submission of a proposal, TRC can accept no additions, corrections or re-submissions after the proposal has been submitted. Proposals may be withdrawn before evaluation starts by submitting a revised version with the following words entered into the abstract field:

"The applicant wishes to withdraw this proposal. It should not be evaluated by TRC"

Once the evaluation process has started, a proposal may be withdrawn only by sending a signed letter, through IFP to TRC. A PI with a withdrawn proposal is not eligible for funding during the same round of ORG and shall wait for the next round for new submissions.

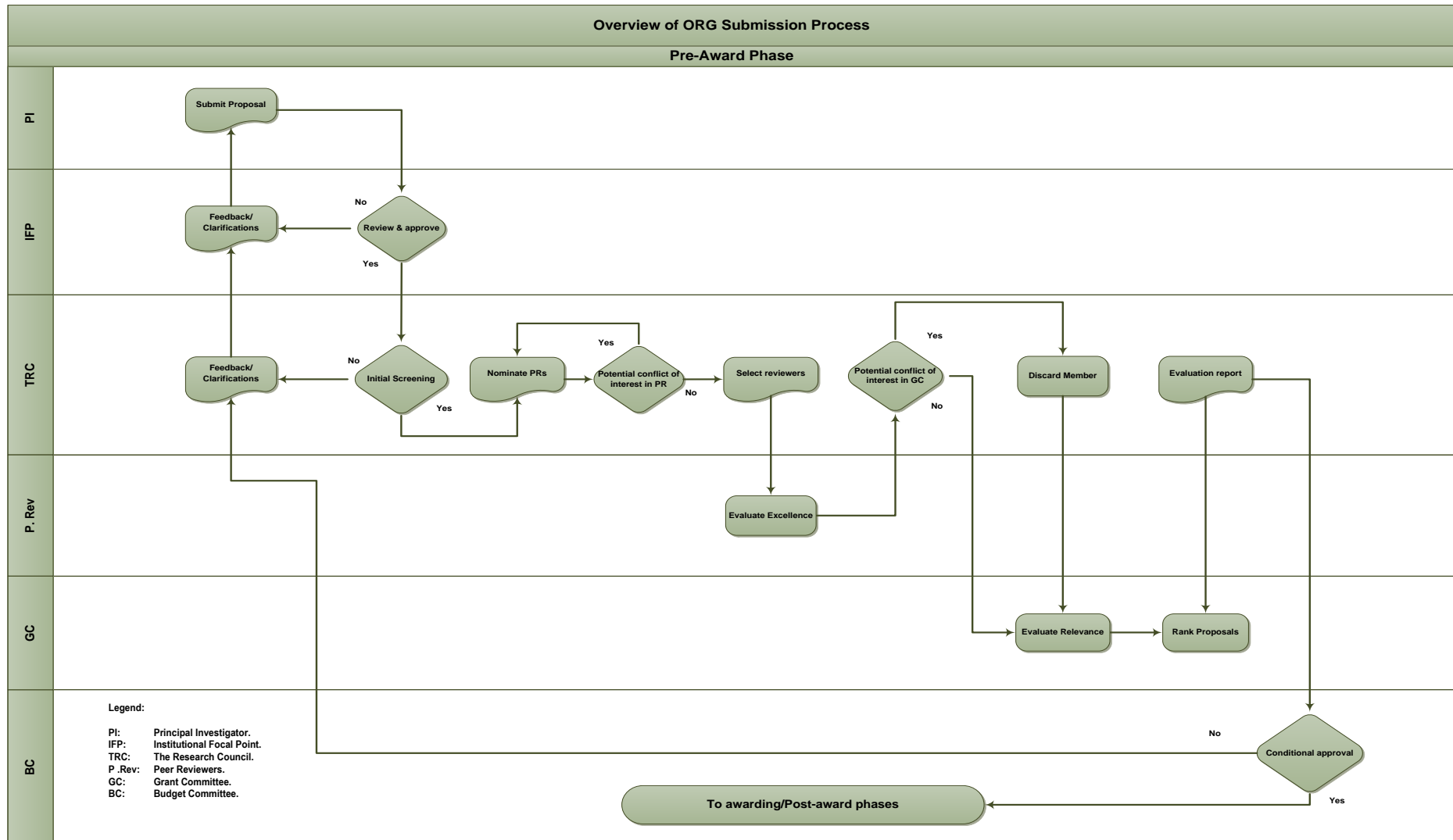


Figure 4-1: Overview of the ORG submission process.

4.2.3 TRACKING OF PROPOSAL STATUS

At any time, it is possible to log on to TRESS to check the status of the proposal.

4.3 CONFLICT OF INTEREST

TRC is committed to supporting research without bias and/or conflicts of interest. The conflict of interest may arise if one or more of the cases below applies to TRC staff, a peer reviewer or a GC member:

1. Involvement in a submitted proposal and/or in its preparation;
2. Standing to benefit directly from a proposal if accepted;
3. Having a family or business relationship with any person representing an applicant's RI in a proposal;
4. Being a director, trustee or partner of a RI;
5. Prior employment by one of the RIs in a proposal within the previous six months;
6. Being in any other situation that could cast doubt on the member's ability to evaluate the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.

TRC will take the necessary steps in order to ensure that the reviewers (peers reviewers and GC members) are not faced with a conflict of interest in relation to the proposals they are requested to evaluate. These include:

1. Requiring reviewers to sign a declaration that no conflict of interest exists at the time of their appointment and at the moment they are asked to evaluate a specific proposal;
2. Requiring reviewers to inform TRC should a conflict of interest arise in the course of their duties;
3. If informed of a conflict of interest, TRC shall take all necessary action to remove the potential causes of conflict of interest;
4. TRC (through RAM) will exclude any GC member from the evaluation process if he/she is found to have knowingly concealed a potentially disqualifying conflict of interest. Any

group in which he or she has participated will be declared null and void, and the proposal(s) concerned will be re-evaluated.

4.4 EVALUATION OF SUBMISSIONS

TRC uses two sets of criteria to evaluate ORG submissions. “**Excellence**” of submissions is evaluated by specialized peer reviewers while “**Relevance**” is evaluated by GC members. The followings have to be noted:

1. Proposals must adequately address all criteria elements in order to avoid disqualification from being considered for an ORG.
2. There is no guarantee for a qualified proposal to receive funding support. TRC has a limited budget for ORG, allocated to each of the six Research Sectors.
3. All eligible proposals must be ranked based on the evaluation criteria before they are finally selected for funding support.
4. In case a proposal is rejected, the feedback generated in the review process will be communicated to the PI’s for an opportunity to improve their research proposals and get a better chance of approval in the subsequent funding round.

Evaluation criteria are discussed in next subsection.

4.4.1 EXCELLENCE CRITERIA (PEER REVIEW)

Each peer reviewer attributes a score to the proposal according to “Peer review and evaluation policy” guidelines. The scores provided by each peer reviewer are confidential and reviewed only by RAM and the Research GC. The following criteria represent the assessment basis for “**Excellence**” of submissions;

1. Proposal’s novelty and originality;
2. Comprehensiveness of the **literature** review highlighting the current knowledge and providing justification for the proposal.
3. Clarity in describing the problems being addressed and the approaches proposed;
4. Significance of anticipated measurable outcome of the proposal;
5. Research methodology and feasibility of achieving goals and objectives, with a clear definition of data collection techniques and the style of conducting the work;
6. Qualifications, background knowledge, skills, and track record of the PI and other team members relevant to the proposed topic.

Reviewers are asked to rate each element of the criteria and give each criterion a score out of 5 as follows:

- A. Score [5] All relevant aspects of the criterion are successfully addressed and it should be approved as proposed with no changes;
- B. Score [4] The criterion is well addressed, although certain improvements are possible and it needs **minor changes**;
- C. Score [3] The criterion is broadly addressed, yet significant weaknesses need to be corrected and it needs **major changes** but can be approved without another evaluation;
- D. Score [2] There are serious weaknesses in relation to the criterion and it needs serious changes that would require another evaluation;
- E. Score [1] The criterion is addressed in an unsatisfactory manner and it should not be approved;
- F. [NA] The criterion is not applicable to the research proposal.

Peer reviewers shall provide suggestions for improvements for grades [4] and [3]. Reviewers are also asked to indicate ethical or safety issues that need to be flagged to the PI.

4.4.2 RELEVANCE CRITERIA

GC members shall use the following criteria to evaluate the “**Relevance**” of ORG submissions:

1. Adequacy of experimental setup and specified resources (staff, equipment, facilities) for the proposed scope of the research project;
2. Sufficiency of scope to support the anticipated numbers for research capacity building (training students, postgraduate degrees, research facilities...etc.);
3. Applicability and relevance to Oman’s socioeconomic development and related public policies;
4. Involvement of young Omani researchers and support staff in the research project;
5. Interdisciplinary nature of research (addressing more than one academic discipline);
6. Collaboration with other Institutions (academic, public or private sectors) involving financial or in-kind contributions;
7. Concrete plans for public awareness and knowledge transfer of research results to potential users and translating results into innovative systems;
8. Willingness of Committee member’s Institution to provide in-kind support (information, advice, access to in-house facilities...etc.);
9. Anticipated value proportional to money spent (research efficiency and efficacy)

Each GC member shall, individually, recommend a score (scale of 1-5) for the proposed research (not for each criterion); indicating the following assessments:

1. Score 0: The proposal fails to address some of the criteria under examination or cannot be judged due to missing or incomplete information;
2. Score 1: Very poor. The proposal addresses some of the nine criteria in an unsatisfactory manner;
3. Score 2: Poor. The proposal has serious weaknesses in relation to the nine criteria in question;
4. Score 3: Fair. The proposal broadly addresses the nine criteria, yet there are significant weaknesses that would need correcting;
5. Score 4: Good. The proposal addresses the nine criteria well, although certain improvements are possible;
6. Score 5: Excellent. The proposal successfully addresses all relevant aspects of the nine criteria in question.

Individual score values are added and averaged to reflect the research GC’s general impression on the proposal, which is to be decided collegially.

4.4.3 RANKING OF PROPOSALS

The Grant Committee then decides on relative weighting between “**Excellence**” and “**Relevance**” scores (typically 50-50%), in order to arrive at a combined score of the two. The GC ranks proposals according to the combined score. If the combined scores of any two

adjacent proposals is too close a special consideration shall be given to high research “**Excellence**”, and/or building capacity for young Omani researchers.

4.4.4 FUNDING DECISION AND FEEDBACK

The Budget Committee (BC) discusses ranked proposals in light of their evaluation reports at the Sectors’ level. Upon agreement, members give their conditional approval for proposals starting from the highest ranked until the budget allocated for the relevant Sector or Subsector is exhausted.

All applicants notwithstanding whether their proposals have been approved or not, are notified with a full explanation of the outcome of their proposals’ evaluation. This includes whether the proposal has been deemed to meet the quality threshold and provides the final total score and corresponding comments given by the research GC and, where applicable, the comments given by the individual reviewers. Note that the comments by the peer reviewers may not necessarily be convergent – divergence in opinion about the merit of a proposal constitute an integral aspect of the "Scientific Method". Furthermore, the GC may overrule the position that could be inferred from the comments of the peer reviewers, such as in case the research GC discussion of a proposal reveals a glaring weakness, which had not been identified by the peer reviewers.

The evaluation report of TRC comprises of four components:

1. Decision of the Budget Committee (BC);
2. Peer reviewers comments. These comments are included in the Evaluation Report, as received, except for mild editing by TRC covering for instance spelling, clarity, and misleading recommendations. These comments may not necessarily be convergent – diverging opinions about the merits of a proposal are legitimate, and it is potentially useful for an applicant to be informed of the various views;
3. The comments of the Grant Committee. Typically, the GC comments will acknowledge the weaknesses or strengths pointed out by peer reviewers. In such cases, the GC comments will not contain observations that substantially deviate from the views expressed by peer reviewers. The GC comments may, however, diverge from the position that could be inferred from the comments of peer reviewers, such as in case the committee discussion of a proposal reveals a glaring weakness. In such cases, the committee’s position will be duly substantiated.
4. The combined score of both evaluations “**Excellence**” and “**Relevance**”.

Successful applicants shall use this report to prepare for the subsequent Negotiation meeting. Unsuccessful applicants may use it as feedback to help them review amend and resubmit their proposals, for another ORG funding round. Rejected proposals cannot be resubmitted in their original forms.

4.4.5 APPEAL

TRC makes every effort to secure evaluations from knowledgeable and objective reviewers and GC members. However, to ensure fairness in TRC processes, applicants are allowed to appeal a TRC decision. TRC will then provide a written explanation of the reasons for opinions

or decisions made, and offer the applicants a reasonable opportunity for rebuttal, but reasoned, and written grounds for the post-appeal decisions. An appeal is allowed only in either one of the following two circumstances:

1. Procedural error, which may take place in case of departure from TRC's policy regarding conflicts of interest or failure by TRC to provide prescribed information to the decision makers;
2. Factual error, which may happen in case the decision "Not Recommend for Funding" is found to be based on a conclusion that contradicts information clearly stated in the proposal. This does not include, however, disagreements over the interpretation or analysis of facts.

Under such circumstances, TRC shall give the proposal an in-depth review. However, TRC will not consider or accept an appeal based on grounds such as the following:

1. Amount of granted funds;
2. Composition of Grants Committees, except in case a clear conflict of interest arises.

4.4.5.1 Appeal Process

At an initial stage, applicants are invited to discuss their concerns with the Research Area Manager in charge. The latter shall attempt to resolve the concerns amicably. In the advent of an unsatisfactory outcome where the applicant still considers the TRC process to have resulted in a contestable decision, the PI may file an appeal. The appeal process is as follows:

1. A "Letter of Appeal" should be addressed to the TRC Secretary General and must support the appellant position and demonstrate that a factual or procedural error has occurred.
2. The TRC Secretary General will refer the appeal to the Assistant Secretary General for Programs and Research to conduct an internal review of the validity of the grounds for appeal and, based on the published criteria, make a recommendation to the Secretary General.
3. If the grounds of an appeal are confirmed, the "Letter of Appeal" will be referred to an Ad hoc Appeals Review Committee (ARC) set up by TRC Secretary General for an impartial assessment and recommendation.
4. The appeal will normally examine all evidence called into question by the appellant.
5. An appeal will only be based on the proposal documentation that was submitted and served as the basis of the TRC decision.
6. The appellant is not allowed to include new supporting documents, omitted in their original proposal, as part of his/her "Letter of Appeal", such as papers published after submitting the proposal.
7. Any changes to the submitted proposal or changes that have taken place subsequently to the submitted proposal will not be considered.
8. Meetings with the ARC will be conducted, where both parties have the right to speak to the issues raised in the documentation distributed. During the meeting the followings may happen:
 - a. The appellant presents the reasons for the appeal to TRC and speaks to the issues;
 - b. The ARC is free to ask questions at any time during the oral presentations.

9. The ARC, having heard the oral presentation and reviewed the written and supporting documentation, shall be the sole judge of the facts and shall render a decision which is fair and just, given the circumstances.
10. The ARC may recommend that the appeal be denied, or it can recommend that the appeal be accepted and the appellant's research proposal be approved.

The ARC will notify the appellant about the outcome of the appeal in writing, with a copy of the appeal report and the evidence considered. The ARC decision is final.

4.5 AGREEMENT AND REPORTING

4.5.1 NEGOTIATION MEETING

As soon as the funding decision is made by the Budget Committee (BC), Research Administration (RAD) sets negotiation meetings with successful applicants and their Institution Focal Points (IFP). At TRC, a team is set to finalise the agreement with conditionally approved proposals. Successful applicants shall respond to comments raised in the TRC evaluation report. During negotiation meetings, the team discusses the applicants' responses to "**Excellence**" and "**Relevance**" reviews, the comments of the Grant Committee (GC) and present, briefly, their proposal. Negotiations equally include a discussion of the proposed budget with the intent of providing the applicants with comfortable, but realistic, funds for the successful accomplishment of the foreseen project. The usual outcome of these meetings is the finalising of a "Grant Agreement" form.

4.5.2 LETTER OF ACCEPTANCE

TRC understands that the preparation and signing of a "Grant Agreement" may take a long time. To prevent this hiatus, TRC issues a "Letter of Acceptance" allowing PIs to commence their projects immediately. Upon signing by TRC authority; the "Letter of Acceptance" becomes a legal document which preserves the rights of the PI and the PI's hosting institution. Therefore the date of signature of "Letter of Acceptance" is usually considered as the date of commencement of the project. This, however, may change as deemed appropriate for the hosting institution and the PI.

The "Letter of Acceptance" specifies the name of the PI's hosting institution, the name of the PI, the title, start date of the project, duration and the maximum amount of the financial contribution attributed to the project.

4.5.3 GRANT AGREEMENT

A research "Grant Agreement" is the legal document which stipulates the rights and obligations of the parties and specifies, amongst other things, the name of the PI's hosting institution, the name of the PI, the start and end dates of the project, the duration, the title, objectives and outcomes of the project, the maximum amount of the financial contribution attributed to the project, and the report submission periodicity.

The hosting institution and the PI shall agree to ensure the minimum requirements for the project implementation. These include the hosting institution's commitment to grant the PI the

requisite basic support and secure the PI's independence to manage the research funding within the regulation of the Institution and for the duration of the project.

To represent a legally binding document, the research "Grant Agreement" must be signed by the hosting institution, the PI and TRC.

4.5.3.1 Contents of Grant Agreement

The Research Administration Department (RAD) prepares the "Grant Agreement" for projects on the basis of the proposal and the outcome of the negotiation meeting. During the preparation; RAD liaises with the legal Department at TRC to verify the legal status and financial capacity of the applicant's legal entity. The "Grant Agreement" shall involve no negotiation of scientific/technical substance. A "Grant Agreement" contains:

1. A description of the Scope of Work (SoW). This specifies scientific/technical components of the proposal taking into account the committee's recommendations;
2. The project budget, start and end dates and financial arrangements;
3. The detailed proposal as an appendix;
4. The reporting requirement;
5. The commitment to comply with these guidelines.

See Appendix C for details of the "Grant Agreement" contents. The hosting institution and PIs are expected to provide, if requested, further information on the project and its envisaged management in view of the guidelines applicable to ORG. The agreement is concluded following signature by the relevant parties. TRC always signs the agreement after having received the duly signed agreement from the PI and his/her hosting institution authority.

4.5.4 REPORTS

PIs must communicate and send the reports to TRC as described in the "Grant Agreement". Reporting includes the following forms:

4.5.4.1 Financial Report

PIs must update the Research Administration Department (RAD) at TRC about the status of their financial expenditures on a regular basis. Furthermore; TRC may conduct periodic audits to ensure its resources are used as per the "Grant Agreement". In conjunction with progress reporting requirements; the PI is required to provide justifications in case the project expenditure only reaches 75% or less of the allocated budget.

4.5.4.2 Technical Reports

PIs are required to periodically submit technical reports to TRC focal point. These reports inform TRC on the progress and achievements of the project. Specific outputs from the project should be included (e.g. publications). Technical progress reports are to be submitted at the end of each year of the project. A final report concludes the project.

4.5.4.2.1 Progress Report

Progress reports are reviewed by RAM at TRC, which may also involve site visits. RAM may seek technical advice from GC members and/or external reviewers, as deemed necessary. The followings guidelines are applicable to progress reporting requirements:

1. Starting from the project commencement date, a progress report is to be submitted every year, with a maximum delay of one month. No interim report is needed for projects the duration of which is less than one year;
2. Progress reports must be prepared using the published progress report format issued by TRC, as specified in the "Grant Agreement".
3. PIs are required to prepare and submit Progress report through TRESS system;
4. This report should highlight:
 - a. Progress made in achieving the objectives and plans specified in the approved research proposal;
 - b. Results obtained;
 - c. Problems or difficulties encountered;
 - d. Expenditures including financial expenditure reporting, detailing outlays by budget category and describing any significant pre-authorized deviations from anticipated expenditures.
 - e. Any departures from the original objectives of the approved proposal and proposed changes for the next reporting period;
 - f. A list of all staff, with their categories and institutional affiliations;
 - g. Publications, as attachments, if any.
5. PIs may seek, and enter, contributions from other parties involved in the project;
6. Information on these reports is used to determine whether the project has achieved satisfactory outcomes for this reporting period and for post-grant reporting;
7. After clearance by IFP, TRC may contact PIs if clarification or further information is required to determine whether progress has been satisfactory over the period covered in the progress report;
8. The reports are evaluated by RAM. PIs are notified through IFP of the acceptance of the report or of deficiencies therein no later than one month from the date of receipt by TRC;
9. In conjunction with financial reporting requirements, if project expenditure is 75% or less, the PI shall provide justifications as to why the allocated budget was not spent;
10. The release of the following year's funds depends on the timely and satisfactory submission of these reports;
11. In case of unsatisfactory progress, PIs are notified that no further payments of funds shall be released until satisfactory progress is made on the project. If such progress is still not achieved within six months from such notification, TRC shall terminate the project;
12. Any unsatisfactory progress on a project shall be taken into account when assessing future proposals for TRC funding submitted by a PI or a co-investigator.

4.5.4.3 Final Report

Within three months of the end date of the project, the final scientific report must be sent along with the final statement of expenditure. The report contents include two sections. The first is in the form of a thesis and provides technical details undertaken in the research. This shall be made available to the public for future use. In case the PI wishes to withhold some information

from public access, he/she needs to inform TRC in writing highlighting the reasons behind such request. The second section contains the followings:

1. Progress made in achieving the objectives and plans specified in the approved research proposal;
2. Project outcomes and impact;
3. Project Contribution to Capacity Building
 - a. Development of human capital;
 - b. Development of research infrastructures, including equipment;
4. Project outreach activities;
5. Problems or difficulties encountered;
6. Expenditures including financial expenditure reporting, detailing outlays by budget category;
7. Any deviations from the original objectives of the approved proposal and proposed changes for the next reporting period.

4.5.5 SUPPORT ACKNOWLEDGMENT

Whenever achievements resulting from TRC-funded research are published (such as in journals, conferences, patents, presentations...etc.) the PIs must acknowledge TRC's financial support. This may imply a written acknowledgment and/or the use of TRC's logo.

The recommended form of acknowledgment is:

"The research leading to these results has received funding from the Research Council (TRC) of the Sultanate of Oman under the Open Research Grant Program. TRC Grant Agreement No [xxxxxx]".

4.6 FINANCIAL MANAGEMENT

ORG program is open to research areas with a potential significant impact on knowledge and scholarship. Therefore there is generally no budgetary limit placed on research proposals. However, the Budget Committee reviews and assesses the budgetary requirements against the significance of each proposed research and the available overall resources at TRC for ORG, in order to determine appropriate amount of funding support.

4.6.1 ELIGIBLE COSTS

An ORG funding can cover up to 100% of the total eligible direct costs of the research project plus a contribution towards indirect eligible costs, which cannot exceed 20% of the total eligible direct costs (excluding the direct eligible costs for subcontracting and the costs of reimbursement of resources made available by third parties which are not used on the premises of the beneficiary).

Although an ORG covers all eligible costs of a project, it is possible that specific cost items are covered partially or in full by the Research Institution or by a third party. Such cost items must be declared and will be deducted from the total of eligible costs covered by the ORG fund. The cost categories which may or may not be covered by ORG are described in Table (3-1).

Sr.	Cost Category	Description
1	Direct costs	These cover research, management and dissemination activities necessary for the conduct of the research project, such as those needed for personnel, equipment, consumables, travel and subsistence, and publications.
2	Indirect costs	These cover costs not identifiable as directly attributable to the research project, but are incurred in direct relationship with the project's direct eligible costs, such as those needed for: General administration and management; Office or laboratory space, including rent or depreciation of buildings and equipment, and related utilities such as water, heating, electricity; Maintenance, insurance and safety costs; Communication, network connections, post, and office supplies; Common office equipment such as PC's, laptops, office software; Miscellaneous recurring consumables
3	Non-eligible costs	There are to be borne by the Research Institution, such as: Interest owed; Insurance coverage; Provisions for possible future losses or charges; Costs declared, incurred or reimbursed in respect of another project; Costs related to return on capital; Debt and debt service charges; Excessive or reckless expenditures.

Table 4-1: Classification of cost eligibility for ORG proposals.

4.6.2 SALARY, STIPEND AND SCHOLARSHIP

As a general policy, TRC recognizes that salaries of faculty members and other personnel associated directly with the project constitute appropriate direct costs and may be requested in proportion to the effort devoted to the project. That is to say; TRC regards research as one of the normal functions of faculty members at institutions of higher education. Compensation for time normally spent on research within the term of appointment is deemed to be included within the faculty member's regular Institutional salary. ORG funds may not be used to augment the total salary or salary rate of faculty members during the period covered by the term of faculty appointment or to reimburse faculty members for consulting or other time in addition to a regular full-time Institutional salary covering the same general period of employment. The ceilings for upper personnel costs are described in the following subsections.

4.6.2.1 Postgraduate Students

It is highly desirable to include postgraduate students in the Research Project (Master and/or PhD) and there is, therefore, no limitations on the number of students therein. These are to be compensated by research scholarships or stipends. The following guidelines are applied:

1. Postgraduate students shall be only registered in a local Higher Education Institution;
2. Postgraduate students shall be (to the best efforts) Omanis; for non-Omani students; RI shall provide satisfactory evidence that all means to find Omanis were used but not succeeded.
3. Postgraduate students shall be supervised by a member of the research team;
4. PhD student may be paid up to OMR. 1500 per month for a maximum period of three years;
5. Master student may be paid up to OMR. 1000 per month for a maximum period of two years;
6. To release funds to RI, TRC requires the followings:
 - Student acceptance letter in a postgraduate program from a local Higher Education Institution;
 - Signed agreement between the RI and the student, indicating (but not limited to) that:
 - Student willingness to work on the project
 - Monthly stipend.
 - Student will pay back all expenses in case of any withdrawal from the program and/or the project, unless this was not the student's choice;
 - Scholarship will only be for the remaining period of the project and not beyond; and
 - Student has no other study scholarship (this does not include income from other sources such as employment, paid leave, study leave or any other form of freeing the student to study).

4.6.2.2 Post-Doctorate or Research Fellows

The project may need to involve a full time post-doctorate or research fellow to assist in some activities. In such cases the following guidelines are applied:

1. Annual budget capped (at OMR. 2000 per month) OMR. 24000;
2. The post-doc shall work at least 60% of his/her time on the project and up to 40% of his/her time to support the research team on other activities;
3. Signed contract is needed to release funds to RI.

4.6.2.3 Consultant

Some Projects require the hiring of a consultant for, typically, scientific advice, for an improved implementation of research, and technology transfer. In such cases the following guidelines are applied:

1. Justifications are required;

2. In case the consultant is foreign, reasons for not hiring local personnel shall be provided;
3. An allocated budget capped at OMR. 2,000 per year;
4. This amount shall be used to pay the consultant and shall cover his/her travel and accommodation expenses;
5. Allocation for consultant is included in annual down payments. However a signed contract is needed for the validation of the payment.

4.6.2.4 Research Assistants

The hiring of local or non-local contract personnel (not falling under one of the above categories) on a term basis shall be made through a contract agreement as Research Assistance (RA). The cost of contract personnel must include all the costs associated with their participation based on agreed labour rates plus incurred expenses such as travel, accommodation, insurance, consumables...etc. The following guidelines are applied to budget a research project:

1. Justifications are required;
2. No budget cap requirements, however local market conditions and labour laws shall be considered;
3. RA involvement may take one of the following forms:
 - a. full time;
 - b. part time;
 - c. On an Ad hoc basis such as based on tasks assigned, deliverables or hourly rates.

4.6.3 EQUIPMENT AND FACILITIES

4.6.3.1 Computing Costs

Computing costs include all purchasing cost of computers, Lap-tops and software. A budget cap with lump sum OMR. 500 per year for the purchase of PCs, Lap-tops, and similar devices, unless the nature of research requires heavy use of computers and workstations. For such cases and based on strong justifications during the negotiation meeting, TRC may approve more budget.

4.6.3.2 Equipment

An equipment item is defined as an item of property that has an acquisition cost of OMR 2,000 or more and an expected service life of more than one year. It is important to note that the acquisition cost of equipment items includes all the costs of modifications, attachments, and accessories necessary to make the property usable for the purpose for which it was purchased. Instrumentation and equipment items to be acquired must be precisely described in the research proposal to provide details of how the equipment will serve various aspects of the project. Such description must emphasize the intrinsic merit of the activity and the importance of the equipment to it.

The full specifications of equipment items to be purchased must be provided in order to allow comparison of its capabilities with the needs of the proposed activities. Proposed equipment items must equally be described in comparison with similar equipment already present in the RI and explain why such similar equipment cannot be used. The following guidelines shall be considered:

1. Before deciding to acquire capital equipment, its availability at the RI must first be considered. Otherwise, PI must give a reason to justify the proposed acquisition;
2. All capital equipment items acquired for the project shall become the property of TRC;
3. The Research Administration Department (RAD) will enlist such equipment into a central inventory, and put them under the custody of the RI to be in charge of its on-going operation and maintenance;
4. RIs shall also make such equipment available for use by other projects funded by TRC. This includes projects hosted by other RIs, while charging service fees for their usage to cover the cost of maintenance and depreciation.

4.6.3.3 Equipment Ownership

Ownership of facilities and equipment provided under an ORG shall vest in the RI. If other collaborating institutions are involved, agreement on time sharing and access to equipment or facilities must be reached with them before the "Grant Agreement" is signed by the RI. It is recognized that at times it may be desirable to fund and support the location of equipment or major national facilities outside the RI or even outside a university campus, when access is provided to several institutions to better utilize research potential. In these circumstances, the terms of access must be guaranteed and agreed to by the parties in a contract prior to signing the "Grant Agreement". The costs of managing the equipment or facility should then be proportionally distributed across the users of the facility and also agreed beforehand. In such cases, ownership of the equipment or facility shall vest in the RI receiving the ORG. A copy of the signed agreement specifying location, access and sharing of recurrent costs must be attached to the research proposal. RI should be responsible for maintaining the equipment during the project and thereafter.

4.6.4 MATERIALS AND SUPPLIES

Materials and supplies are defined as recurrent items purchased and used specifically for the project such as consumable materials, and disposable instruments. No budget caps are imposed on the purchase of materials and supplies, however, the research team has to justify such purchases.

4.6.5 CONFERENCES AND TRAVELS

Investigators may apply for funds in the project budget to travel, attend conferences or acquire training related to their Research Project, including the costs of transportation, registration, subsistence and per diem allowances. Applicable guidelines, regulations and policies of the

RIs concerning travel and conference attendance are fully applicable. Further, the following guidelines are applied:

1. For travels:
 - a. One international visit only is allowed from the ORG budget with a budget cap of OMR.1000 for the entire project duration;
 - b. For local travels, a budget cap of OMR.1000 for the entire project duration unless the nature of research dictates otherwise and is clearly indicated in the "Grant Agreement".
2. For conference:
 - a. A budget cap of OMR. 2000 per year is applied;
 - b. Typically no allocations are made for the first year of the project;
 - c. Invitation and a proof of accepted paper/poster is required for post-auditing.

4.6.6 DISSEMINATION AND PUBLICATIONS

Allocations for dissemination and publications include the costs of printing study reports and getting research results published. These also include the costs of purchases of books and reference materials and the costs of online subscriptions to electronic databases. The following guidelines are applied:

1. For publications, a budget cap of OMR.500 is applied for the entire project duration;
2. For other purchases, a budget cap of OMR. 300 per year is applied.

4.6.7 ADMINISTRATIVE COSTS

These allocations include items that do not come under any of the above cost categories. Such allocations have a budget cap of OMR. 500 per year.

4.6.8 PAYMENT PROCESS

Grant funds are administered by the RI in coordination with RAD at TRC. ORG funds are paid in several instalments as follows:

1. An advance payment. This includes first year funds except for Post-doc and Student Bucket and is paid within 45 days from receipt of RI claim;
2. Post-doctorate and Student Bucket allocations are claimed separately. Claims shall include supporting documents (see section 2.7.2.1 and 2). This is paid within 45 days from receipt of the claim;
3. Annual payments are only made if the annual reports are approved by RAM. This is paid within 45 days from report acceptance. This shall include any adjustments needed as per actual expenditures (see section 2.7.9);
4. For project expenditure of reaching 75% or less of the allocated budget for that year in question, and upon PI justifications, any requests to transfer (carry forward) unused funds are paid along with annual payments subject to RAD approval;
5. Prior to project close out and/or termination; account settlement is made and any unused funds must be returned to TRC.

4.6.9 BUDGET ADJUSTMENTS

TRC provides flexibility for PIs to transfer and allocate funds across expenditure categories within the research project. This may also include top-ups when needed. In such cases, the PI must provide TRC with explanation and justification for the changes and re-allocations of funds. RAD must be satisfied that the proposed change is acceptable before the transfer of fund. Adjustments include:

4.6.9.1 Re-allocations

The term re-allocation means movements of budget allocations across expenditure categories within the same year. In this respect, the following guidelines are applied:

1. PIs may undertake budget re-allocations across expenditure categories (except for Student Buckets and equipment) within the same year.
2. For Student Buckets and equipment categories; movements of budget allocations across expenditure categories within the same year are not allowed unless stated clearly in the "Grant Agreement" and/or approved by RAD.

4.6.9.2 Transfer

The term transfer means movements of budget allocations across expenditure categories within the project period, but not in the same year. Justified transfer across years may be allowed provided that:

1. The progress report is approved;
2. The reported expenditure for the preceding year is in excess of 75% of the annual budget;
3. Justified financial commitments in cases of less than 75% expenditures.

4.6.9.3 Top-ups

The term top-up means additional funds to the original approved budget. Depending on needs, TRC provides such window as per the following requirements:

4. Acceptable justifications;
5. Satisfactory project progress;
6. Compliance of expenditures of proceeding years to the expenditure stipulated in the "Grant Agreement";
7. Availability of funds in ORG program.

4.6.10 VALIDATION OF EXPENDITURE AND AUDITING

The TRC budget is subject to national auditing requirements. Therefore the followings are needed:

1. The PI must validate any financial expenditure to RAD, through the IFFP. This includes submission of supporting documents of actual expenses and in some cases copies of audited reports by RI Auditing Department.
2. RAM, IAD and/or RAD may conduct annual visits to RI to inspect research facilities and perform financial audits of the research grant accounts. This is meant to establish the following:
 - a. A picture of the practices of the RI and the PIs, jointly, in managing the research grants;
 - b. An understanding of whether RI and the PIs, jointly, spend grant budget in accordance with the conditions set forth in the “Grant Agreement”;
 - c. Good communications between TRC staff and the RI counterparts; and
 - d. An opportunity for feedback on TRC policies and procedures related to the management of ORG.

4.7 PROJECT MANAGEMENT

4.7.1 CONSTITUTION OF PROJECT TEAM

ORG supports research projects which are carried out by groups of investigators, each under the leadership of a PI. The following guidelines are applied in team formation:

1. Investigators can be of any nationality and country of residence as long as they are working in the Sultanate of Oman for the duration of a supported research project;
2. The constitution of individual research teams is flexible. Commonly, it involves investigators (such as senior researchers, post-doctorate, graduate and PhD students);
3. Non-academic staff may also be involved as project team members, such as technicians, secretarial support staff or consultants. In this respect, RAM will carefully evaluate the added scientific value and expertise of each proposed team member to the project; and
4. Depending on the nature of a research project, the project team may also involve members from other research institutions. Participation and funding of researchers not based in Oman is subject to specific appraisal by RAM, which assesses whether their involvement is properly justified and essential in terms of scientific competence and research capabilities.

4.7.2 REPLACING PRINCIPAL INVESTIGATOR

Acknowledging the arising of unforeseen circumstances such as retirement, resignation or death, TRC allows for replacing the PI and applies the following guidelines in this respect:

1. RI must consult RAD when proposing to replace the PI;
2. RI shall seek a written “No-objection” letter from the former PI and agreement from the new one;
3. TRC expects that the Co-PI takes the lead of the project as stipulated in the “Grant Agreement”; and
4. RI may nominate a replacement PI (other than the Co-PI), as long as the replacement meets the eligibility criteria for a PI and has the expertise and experience to lead the research project to a successful conclusion, in accordance with its objectives. Approval of such nomination is subject to RAD approval.

4.7.3 REPLACING PROJECT TEAM MEMBERS

In case of any permanent or temporary change of a project team member, PI must notify IFP who shall seek RAD's formal approval for such a change to be effective.

4.7.4 CHANGING RESEARCH INSTITUTION

It is expected that the PI establishes and concludes the supported research project in association with the original RI. However, TRC allows a PI having received an ORG to transfer his/her project to another RI during the course of the research project. In such case, the PI should present the reasons for wishing to relocate. In most cases, TRC will deal with such a request in a straightforward manner in order to facilitate mobility of researchers, provided that:

1. There is a common agreement among the PI, the original RI and the new one;
2. The original RI is expected to take all reasonable steps to transfer equipment and other purchases made for the benefit of the research project, such that the objectives of the project can be met without delays; and
3. If more than one beneficiary is involved in the project, only that part of the grant that is assigned to the original RI is transferable (unless otherwise agreed with the other beneficiaries).

4.7.5 CHANGING THE STRATEGY OR PROJECT PLAN

The PI is expected to carry out the project as described in the research "Grant Agreement". However, it is possible to adjust the scientific strategy and allocate or re-allocate expenditure (e.g. regarding staff, equipment, and consumables), provided the research performed is still in line with the original scientific or scholarly objectives. In case of significant changes, the Principal Investigator shall notify RAM and/or RAD for negotiations and eventual agreement.

4.7.6 DELAY IN COMMENCEMENT OF PROJECT

If the Research Grant Project does not commence within three months of the award without any valid, and accepted as by TRC, reason TRC may withdraw the offer of the award.

4.7.7 TERMINATION AND SUSPENSION

TRC may immediately terminate any "Grant Agreement" by written notice to the Research Organization in one, or more, of the following circumstances:

1. TRC discovers a breach of any of its obligations arising from ORG guidelines or the Terms and Conditions of the "Grant Agreement" and fails to remedy such breach (if remediable) within 30 days of receipt of a notice from TRC requiring such remedy; or
2. The Research Organization becomes insolvent or bankrupt, or is in the process of a winding up or other process of dissolution unless a voluntary one for the purposes of reorganization; or
3. TRC has reasonable cause to believe that, after reasonable notice to the Research Organization a Final Project Report which meets the expressed or implied

requirements of TRC arising from ORG guidelines or the Terms and Conditions of “Grant Agreement” will not be produced by the Research Organization in accordance with the Approved Budget and/or Project proposal and Research Grant Execution Plan.

4. If either Party is prevented from performing any obligation arising from ORG guidelines or Terms and Conditions by reason of Force Majeure, then it shall immediately give notice to the other Party, specifying the circumstances that it is believed constitute Force Majeure and estimating the likely duration of such circumstances. The Parties shall be excused further performance of the Project for so long as such circumstances endure; always provided that should such circumstances endure for longer than six months, then either Party may, by notice to the other, terminate “Grant Agreement”.

If the “Grant Agreement” is terminated; the Research Organization and the Principal Investigator shall take all necessary steps and shall submit all necessary documents as may be specified in the “Grant Agreement”.

4.8 ETHICS, CONFIDENTIALITY AND DISCLOSURE

Throughout the entire process from the proposal stage to project closure, all necessary steps must be taken so that policies pertaining to ethics, intellectual property, security and copyright are respected. The following guidelines address these considerations.

4.8.1 ETHICAL REVIEW

The evaluation procedure of any proposal includes a check of ethical issues raised by the evaluation processes. An ethical review of proposals involving sensitive ethical issues may take place after peer review evaluation and before the Budget Committee makes any recommendation. The objective of this ethical review is to make sure that TRC does not support research which would be contrary to fundamental ethical principles.

To ensure responsible conduct of research supported by TRC, the RI must be committed to the following principles:

1. Maintain a climate of freedom of expression and inquiry, and open exchange between peers;
2. Promote awareness of ethical behaviour, guidelines and legislation;
3. Access and implement TRC policies and regulations;
4. Establish good governance and management practices; and
5. Ensure that all proposed research conforms to Omani culture, tradition, religious belief and national security regulations and concerns.

Moreover, investigators supported by TRC funds must equally maintain high standards of research integrity through the following obligations:

1. Adopt methods that are intellectually rigorous, honest, scholarly and scientific, yet appropriate to the research being conducted;
2. Follow established practices that are safe, secure and respectful of the rights of other participants;
3. Accurately acknowledge other research in full, whether published, in press or under review;
4. Ensure that ethical standards of behaviour and scholarship are not compromised by personal ambition or advantage; and

5. Conform to the policies specified by TRC, their RI and any other funding bodies.

In the absence of a national Research Ethics Committee (REC), TRC will form one to provide independent, competent and timely advice on the ethics of proposed research projects without compromising the quality of research. Members of this committee are independent, but act primarily in the interest and needs of Investigators, concerned communities, and the REC. The REC advises on the ethics of a proposed research project when ethical issues are identified by

1. The research proposal;
2. Peer reviewers,
3. GC member, and
4. Other concerned parties.

In due respect to the above, REC members must undertake the following commitments:

1. Confirm that the proposed project respects Omani culture, tradition, religious belief and national security regulations and concerns;
2. Protect and safeguard the rights and interests of the investigators, while promoting and facilitating research excellence;
3. Have their name, profession and affiliation published;
4. Treat as confidential all proposals, meeting deliberations, information on research participants/volunteers and related matters;
5. Declare any conflict of interest likely to compromise impartiality of judgment with respect to a discussion or activity, and personally withdraw themselves from that discussion or activity;
6. Attend at least two-thirds of all scheduled committee meetings in each year; and
7. Take part in education and on-going training appropriate to the role of being a committee member.

The following guidelines apply when REC makes a decision on a research proposal:

1. Ensure that all supporting documentation for the proposal is complete before coming to a decision on a research proposal;
2. Comply with a pre-defined method for arriving at a decision. It is recommended that the committee uses the consensus model where the process of discussion and debate will lead to a decision, rather than a formal vote-casting process;
3. Under the consensus model, the proposal will be approved when all members present are willing to allow the proposed project to proceed;
4. In case a consensus seems unlikely, the chair may call for a vote with a two-thirds majority required for approval. Dissenting members should be offered the opportunity to append an opinion to the committee decision; and
5. Accommodate reasonable requests from investigators to participate in discussions about their proposal, but who may not be present when the committee is making its decision.

When reviewing a research proposal, the committee checks the following list:

1. Scientific design and conduct of the research project;
2. Appropriateness of the research design in relation to the objectives of the project;
3. Justification of predictable risks and inconveniences weighed against the anticipated benefits for the investigators and concerned communities;

4. Safety of the proposed project;
5. Adequacy of the research site including support staff, facilities and emergency procedures;
6. Adequacy of the conditions made for monitoring and auditing the conduct of research;
7. Criteria for suspending or terminating research and/or withdrawing participants/volunteers prematurely, if applicable;
8. Plans to withdraw or withhold standard therapies or clinical management protocols for the purpose of the proposed project, and the justification for such action, if applicable;
9. Suitability of the investigators for the proposed project in relation to their qualifications and experience; and
10. Form in which the results will be reported and published.

In case humans, natural life systems or animals constitute subjects in the research or are impacted by it, TRC will ensure both the Research Institution and investigators adhere to the following requirements:

4.8.1.1 Human Individuals

1. Obtain informed written consent of the individuals involved;
2. Respect the individuals' dignity, privacy and right to know;
3. Inform the individual of the right to redress any misgivings by filing a complaint with TRC; and
4. Adhere to international laws, conventions and norms on human research.

4.8.1.2 Natural Life Systems

1. Respect the environment, preserve wildlife and the biological habitat; and
2. Responsibly use or dispose of waste, ensuring minimal adverse effects on the wider community and the environment.

4.8.1.3 Animals

1. Confirm that the scientific purpose of research is of such potential significance that it justifies the use of animals;
2. Consider the possibility of using other non-animal species; and
3. Ensure that experimental methods and procedures being used are appropriate and humane.

4.8.2 HANDLING OF PERSONAL INFORMATION

Research Institution (RI) and any party with which it collaborates formally should only collect personal information when it is necessary for its core functions or activities, and by lawful and fair means. The following guidelines shall be adhered to:

1. Any individual from whom information is being collected is aware of the following:
 - a. Identity of the Institution collecting the information;
 - b. Mechanisms to update or correct information when necessary;
 - c. Mechanisms to access the information when required;

- d. Purposes for which the information is collected and used;
 - e. Circumstances in which information will be released;
 - f. Laws (if any) that require the particular information to be collected; and
 - g. Consequences (if any) for the individual if the information is incomplete.
1. RI must ensure the accuracy, completeness and timeliness of the personal information it collects, uses, or discloses;
 2. In circumstances where personal information is collected from external sources, RI and any party with which it collaborates formally must ensure that this source is fully aware of this fact;
 3. Where a record-keeper has possession or control of a record that contains personal information of an individual, that individual shall be entitled to access that record, except in case the record-keeper is required or authorized to refuse the individual in question access to that record, under the applicable provisions of any law that provides for access by individuals to documents
 4. RI and any party with which it collaborates formally should adhere to the following principles with respect to any personal records or information that they hold:
 - a. A staff member (or other) having access to personal records shall only use the information for the purposes to which it was collected;
 - b. Personal information is protected from misuse and loss, and from unauthorized access, modification or disclosure;
 - c. Necessary facilities must be provided to store personal data safely and securely and maintain records of where research data are stored;
 - d. Personal data should be held in an appropriate institutional repository; and
 - e. All parties shall ensure that all personal information collected for a particular purpose will only be used for that purpose except in case:
 - i. A consent to use the information otherwise has been obtained from the individual concerned;
 - ii. A record-keeper believes that the use of the information for that purpose is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or another person;
 - iii. The purpose for which the information is used is directly related to the purpose for which the information was obtained.

4.8.3 SAFEGUARDING PROPRIETARY OF INFORMATION

TRC is keen to safeguard research data and information, however TRC reserve the right to use any submitted material (proposals, reports, presentations, papers, etc...) for national benefits. Research Institutions (RIs) shall have an internal agreement at the outset defining the mechanisms and regulations for storing research data and primary material. RI and any party with which it collaborates formally should ensure that:

1. Confidential information is only released on a “need-to-know” basis and that full confidentiality is always preserved;
2. The responsible coordinator and all relevant parties must be immediately informed, if confidential information has been lost;
3. No discussion of any confidential information is allowed outside official premises;
4. Hard copies of confidential information shall only be made when necessary and kept at a minimum;

5. All parties to the research are made aware of the nature and scope of confidentiality agreements related to the use of research data;
6. Staff members with access to confidential information should not divulge their passwords, in written, oral or any other form, to others at the RI or outside;
7. High levels of security are established for access to confidential information systems; and
8. For the controlling of personal information records, RI shall assign a record-keeper, present at its premises, the duty of whom is to ensure that:
 - a. Security safeguards are set that fully protect records against misuse;
 - b. Mechanisms are in place to fully prevent unauthorized use or disclosure of information, especially in circumstances that necessitate giving out records to other persons;
 - c. All information is accurate, relevant, up-to-date and complete and related to the purpose for which the information was collected or is to be used;
 - d. TRC will consider any of the actions mentioned below, that are taken without the prior permission of a recognized authority, as unethical, unacceptable and a just cause for disciplinary action within TRC regulations:
 - i. Accessing, modifying, tampering with, destroying or jeopardizing the integrity of any stored program or data;
 - ii. Using, modifying, tampering with, damaging or destroying any computer equipment;
 - iii. Removing, defacing or destroying printouts, documents or support material; and
 - iv. Copying, modifying, deleting, disseminating, breaching confidentiality or copyright requirements, or using any part of information provided or generated by or addressed to the persons involved which may become available to them in whatever form through their use of RI computer facilities.

4.8.4 MALPRACTICE

TRC ensures that mechanisms are set to prevent any form of malpractice and to enable any Investigator to raise concerns regarding malpractice at the outset of the Research Project. Should an Investigator raise a concern of malpractice, the Research Administration Department (RAD) shall assess the situation and decide upon the action to be taken. RAD shall:

1. Either place an internal inquiry or a formal investigation as may be required;
2. Ensure that the Investigator who raised the concern is protected against any resulting risks of any form of retribution, provided that the Investigator is acting in honesty;
3. Tolerate no harassment or victimization of anyone raising a genuine concern;
4. Not to disclose the name of the Investigator without his/her prior consent; and
5. Should a situation arise where the RAD is not able to resolve the concern without revealing the identity of the Investigator, RAD shall then discuss with the Investigator on how best to proceed.

4.9 INTELLECTUAL PROPERTY AND PUBLICATIONS

4.9.1 OBSERVANCE OF COPYRIGHTS

TRC is committed to the proper observance of copyright law and intellectual property treaties, ensuring the rights of creators and users, and providing reasonable access by users/beneficiaries to those works. TRC and the RI are committed to the following responsibilities:

1. Adhere to all statutory and commercial laws related to copying and dissemination of copyright material;
2. Establish stringent controls and procedures to reduce the risk of exposure to legal action on the allegations of copyright infringement;
3. Outline procedures and responsibilities for the use of third-party copyrighted material;
4. Define clear responsibilities to assist staff to make full legal use of the material at their disposal;
5. Promote understanding and awareness of copyright obligations; and
6. Establish procedures for the imposition of penalties for the breach of copyright requirements.

As a general rule, all rights to copyrightable material are the property of the creator. The royalties, if any, are distributed as per the agreement between the creator and his/her publishers or licensees.

4.9.2 DISSEMINATION OF RESEARCH FINDINGS

TRC promotes an environment of honesty, integrity, accuracy and responsibility with regard to the dissemination of research findings. As such, investigators supported by TRC have a responsibility to disseminate a full account of their research findings; provided that such dissemination does not preclude the ability to file for a patent, where the research project leads to a potentially valuable invention (see Section 2.10.3). TRC must take all reasonable steps to ensure that the findings of investigators provide research information that is accurate and properly reported. As a minimum condition, the RI should ensure the following.

1. Significant scientific advances are published in the open literature without delay, unless such publications stand in the way of patent protection;
2. Appropriate efforts are made to exploit such advances of the research findings for the benefit of the economy or society;
3. Undergraduate and graduate students, postdoctoral fellows, and university faculty are free to disseminate results and defend theses, where no intellectual property rights are involved; and
4. Proprietary data of industrial partners, security and/or commercially sensitive information, and potential valuable results and ideas will be protected from unauthorized, unwarranted, or untimely disclosure.

4.9.3 INTELLECTUAL PROPERTY RIGHTS

Unless specified otherwise in the “Grant Agreement”, copyrights and Intellectual Property (IP) belong to the RI. TRC may, in individual cases, reserve the right to retain ownership of IP and

to arrange for it to be exploited for the national benefit and that of the Research Organization involved.

In any proposed collaboration between the RI and a third party, an agreement on rights to use the research results must be reached at an early stage of that collaboration. TRC should not be involved in negotiating Intellectual Property Rights (IPR) agreements but it should retain the right to judge appropriateness of terms of the agreement for research projects supported by TRC funds. This applies specifically in the following cases:

1. IPR of any results of a TRC-supported project must not be transferred outside the Sultanate of Oman without written explicit approval of TRC; and/or
2. Any domestic or indigenous information or material collected or produced during TRC-supported projects, which are not otherwise freely available in the public domain, should not be transferred outside Oman without a written explicit approval of TRC. Such information or material includes, among other things, personal information, specimens, blood samples, DNA material, cultures, seeds, genetic resources, traditional knowledge and arts, folkloric expressions, historical records, geographic or geological information, etc.

A suitable IPR agreement between the RI and the collaborating third party must be reached before applying to TRC to judge the appropriateness of any transfer of IPR. Depending on the circumstances, such agreement can include:

1. First right to license;
2. Time-limited option to non-exclusive or exclusive license;
3. Royalty-free or royalty-paying license;
4. Advance notification to sponsors of new scientific knowledge;
5. Rights to the pre-screening of proposed publications by the sponsors within prescribed time limits;
6. Protection of proprietary information;
7. Reasonable delays in disseminating results to allow for patenting or other means of protecting commercial advantages
8. Performance clauses and march-in rights;
9. Fields of proposal definition or geographic areas in which the agreement applies; and
10. Rights of sublicensing.

5 COMPLINACE

The Research Organization and the Principal Investigator shall comply with any and all applicable Government and Municipal laws, rules and regulations applicable to the performance of their obligations under any ORG Agreement. They shall, at all times, comply with this guideline. In case of any breach or non-compliance RAD shall request the RI and the PI for corrective actions within a given appropriate timeframe. Failure to correct and non-compliance actions may lead to project termination and/or black listing the PI and/or the RI from eligibility for ORG.

APPENDICES

Appendix A:

Form of “Grant Agreement”

THIS RESEARCH AGREEMENT is made BETWEEN The Research Council (“TRC”), whose postal address is P.O. Box 1422, P.C. 130 Al Athaiba, Muscat, Sultanate of Oman and University of ----- (---), (“Research Organization” or “RO”) whose postal address is ----- (each TRC and RO are sometimes referred to as a “Party” or collectively as “Parties”).

WHEREAS

TRC has called for research proposals in the context of its Open Research Program.

The RO applied for the aforementioned Open Research program through its Principal Investigator; Dr. -----.

After having evaluated the RO’s application and proposal, TRC has agreed to fund the proposed Project, titled “-----” for a total amount of ----- (-----) Omani Rial (“OMR”), over a period of ----- Days, commencing on the date of Agreement signature by TRC.

The RO and TRC desire to enter into this Agreement (as herein defined), acknowledge that this Agreement’s terms will be legally binding, and agree to comply with the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

Covenant of the Research Organization

In consideration of the payments to be made by TRC to the RO, the RO hereby covenants to execute, maintain and complete the Scope of Work (SoW) in complete conformity with the provisions of this Agreement.

Covenant of TRC

TRC hereby covenants to pay the RO for the execution and completion of the deliverables listed in the SoW, or, if necessary, the remedying of any defects, the lump sum fees at the times and in the manner prescribed by this Agreement.

The following documents and schedules shall be deemed to be fully incorporated as part of this Agreement:

- I. Form of Research Agreement.
- II. Conditions of Research Agreement.
- III. Schedules.
- IV. Project Executive Summary.
- V. Project Execution Plan
- VI. Project Budget.
- VII. Project Team.
- VIII. Letter of Acceptance/Award

If any ambiguity or conflict between the documents forming the Agreement arises, or there is ambiguity or conflict within one document or between the terms with any of these documents such ambiguity or conflict shall be resolved by adopting an interpretation that would effectuate and serve the end and purposes of the Project.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals on the day and year first above written.

Signed for and on behalf of **The Research Council**

Name: _____

Position: _____

Signature: _____

Date: : _____

Signed for and on behalf of **University of -----**

Name: _____

Position: _____

Signature: _____

Date: _____

Signed by the **Principal Investigator**

Name: _____

Signature: _____

Date: _____

CONDITIONS OF GRANT AGREEMENT

THE PARTIES AGREE as follows:

Definition and Interpretation

In this Research Agreement, as hereinafter defined. The following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

1. **Research Organization:** the institute or organization to which the Grant is awarded by TRC and which takes responsibility along with the Principal Investigator for the management of the Project and the accountability of Grant provided by TRC.
2. **Principal Investigator (PI):** researcher with PhD (or equivalent) who is employed by the National Research Organization and assigned to direct the Project or the program being supported by TRC and will also be responsible and accountable for the performance and financial aspects of the Project/program activities.
3. **Grants:** the amount of Funds that are approved by TRC to perform the proposed Research submitted by the Principal Investigator through the Research Organization.
4. **Co-Principal Investigator (Co-PI):** researcher with a PhD (or equivalent) who is employed by a national Research Organization and may be assigned to lead the Project in the absence of the Principal Investigator.
5. **Co-Investigator:** researcher with a PhD qualification or equivalent who is employed (affiliated to) by a national Research Organization and will be involved with the Principal Investigator in the scientific development or implementation of the Project.
6. **Project Team** includes Principal Investigator, Co-Principal Investigator, Co-Investigator, Consultants, Research Assistants and such other personnel who are assigned to the Project as detailed in Schedule VII.
7. **Additional Documents:** such other TRC documents as available on TRC Website (www.trc.gov.om) and specifically describing types of Research and the related rules and regulations required to apply for different Research as may be amended from time to time by TRC.
8. **Institutional Focal Point:** an individual in the Research Organization who is responsible for endorsing any application sent to TRC from the Research Organization and facilitating the communication between TRC and the Research Organization on any issues concerning an on going Project funded by TRC in the Research Organization.
9. **Project:** the Project/program/ described in the final version of the Research Proposal and summarised in the Project Executive Summary (Schedule IV) and the Project Budget (Schedule VI).
10. **Project Execution Plan:** the approved programme for the Implementation of the Project (Schedule V) as the same may be adjusted in accordance with the Agreement.
11. **Project Budget:** the approved Budget (Schedule VI) for the Project as the same may be adjusted in accordance with the Agreement.
12. **Reconciliation of Accounts:** the annual (agreement year) cash flow projection contained in the Project Budget Schedule VI, followed by Reconciliation of Accounts prior to disbursement of the following agreement year budget, subject to the terms and conditions of the Agreement.
13. **Completion Certificate:** the Completion Certificate of the Project issued by TRC.
14. **Research Agreement:** the Agreement to be signed between TRC and The Research Organization and the Principal Investigator, including those documents listed in clause

- 3 of the Form of Research Agreement and any amendments thereto which may be agreed between the Parties in accordance with this Agreement.
15. Term: the period of the Research Agreement as described in The Letter of Acceptance/Award.
 16. Schedule: any reference to schedules in this Agreement.
 17. Scope of Work: the full scope of work incorporated within the final version of the Project Proposal, summarized in Project Executive Summary (Schedule IV) as read with the Original Research Proposal.
 18. The Research Electronic Submission System (TRESS): on-line information technology portal through which the Principal Investigator prepares and submits the Research proposals as well as other soft copies of reports.
 19. Commencement Date: the date of TRC's signature of this agreement.
 20. Terms & Conditions: any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time and unless the context requires otherwise, the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

General Provisions

1. Language: this Agreement and all reports, minutes, correspondence, communications, and documents exchanged between the parties shall be in the English language as Arabic a mutually agreed.
2. Interpretation: Words importing the singular also include the plural and vice versa where the intent or context requires. Additionally, headings are for convenience only and shall not limit, alter, or affect the interpretation of this Agreement.
3. Effective Date: This Agreement shall be effective as of the date of signature by TRC authorized representative or principal, whichever the case shall be (the "Effective Date"). The Research Project shall commence and be completed within the agreed period of this assignment and shall continue to be valid until account of the project in closed.
4. Notice: Any notice or other hky.document to be exchanged between the parties under this Agreement shall be given by (a) hand delivery, (b) pre-paid mail; or (c) telex, facsimile, email, or comparable and customary electronic means of transmission as typically effectuated between TRC and RO.
5. Good Faith: The RO shall ensure that the activities, deliverables, and milestones defined in this Agreement are duly respected, performed in an adequate and timely manner, and that the parties cooperate with each other in good faith.
6. No Additional Funds: subject to the provisions in Section 4 and 21 of this Agreement, the budget set out in Schedule VI (Project Budget) shall be the total amount of payment, or remuneration for the RO, and shall be deemed to include all costs, overhead, profits, taxes, duties, and charges relating in any manner whatsoever to the performance of the services described in the Scope of Work and as otherwise provided in this Agreement. No claim will be accepted by TRC due to the RO's lack of knowledge or

failure to plan for any event or occurrence affecting the Scope of Work, and remuneration, as provided in this Agreement.

Responsibilities

7. The Research Organization and the Principal Investigator shall ensure that the activities carried out with partial and complete contribution of TRC Grants are performed within the period of funding specified for the Project.
8. The Research Organization shall conduct the Project and comply with:
9. the Laws, Rules and Regulations of the Sultanate of Oman;
10. the principles and the terms and conditions set out in Research Agreement.
11. The Research Organization shall:
12. provide the assistance, facilities and services necessary for the efficient conduct of the Project;
13. meet the normal overhead and operating expenses of the Research Organization as required to support the Project;
14. The Research Organization shall ensure that the Project funded by TRC complies with the foregoing and should also be able to provide factual evidence that it does so at any point in time, at the request of TRC or any other competent public authorities.
15. TRC shall provide in a timely fashion the Project funds as defined in the Project Budget (Schedule VI).
16. The Research Agreement shall incorporate by reference, the Approved Project Proposal and its objectives and deliverables.
17. The Research Organization and the Principal Investigator shall take all adequate measures to ensure that the Research Agreement is duly implemented without interruption or interference.
18. The Research Organization shall indemnify TRC for any losses or claims arising from its failure to carry out the Project.

Payment Modalities

1. TRC will make payments to the Research Organization in accordance with Project Budget, against a duly signed Research Agreement.
2. The payment will be made in instalments as follows:

Payment of First Year

The First Payment of the first year will be made in advance, excluding the Salaries of any, postgraduate students and post doctorate researchers.

- a. Allocated funds in student bucket can be used for MSc and/ or Phd students interchangeably.
- b. Payment for salaries of post graduate students will be made after receipt of certified form of registration (or a contract) of the student in the national academic institution as a full time student and an undertaking from the student that he/she does not receive any monthly lump sum salary from any other sources other than the TRC Project. In case the Student is already receiving a

monthly salary which is less than monthly caps, then TRC will only pay any difference in the amount of lump sum salary.

- c. Payment for salaries of Post doctorate researchers will be made after receipt of a copy of their contract of employment with the Research Organization.

Payment of the following Year(s)

1. Payment of Project for the following year(s) will be made subject to timely progress reports and consistency with the Project Plan.
2. Payments will be made at the beginning of the following agreement year using the first year conditions provided above, in addition to the submission of Financial Report by the end of each contract year. The Financial Report shall include:
 - a. Financial Statement specifying the total Funds received and expended and committed by the Research Organization along with a reconciliation statement of accounts.
 - b. Certification by the audit department of the Research Organization that the Project Budget was expended in accordance with Schedule VI.
3. All due payments will be made to the Research Organization within 45 days from date of receipt of invoices and all relevant supporting documents including the first payment. In case of any clarifications arising from any invoices so submitted by the Research Organization for payment, may be withheld by TRC until the disputed amount has been clarified by the Research Organization to the satisfaction of TRC.

Ethical Issues and Dissemination of Information

1. The RO shall ensure that potential ethical issues or conflicts or issues related to this Agreement are identified and addressed by the parties. Clearance from any ethical issues or conflicts of interest potentially arising from this Research Project should be obtained from the relevant authority in TRC. In cases where ethical issues or conflicts arise, approval to undertake the Research Project and/or disseminate any information related to the Research Project must be obtained from the relevant ethical committees, before any work requiring approval begins and/or dissemination of information occurs. Ethical issues should be interpreted broadly and may encompass, among other things, relevant national codes of conduct and practice, the involvement of human participants,

tissue or data in the Project or the use of animals or research that may result in damage to the environment, and the use of sensitive economic, social or personal data.

Research Integrity, Compliance and Obligations

1. The RO, and the PI, must ensure that all individuals involved in the Project maintain high standards of research integrity by:
 - a. adopting methods that are intellectually rigorous, honest, scholarly and scientific, yet appropriate to the Research being conducted;
 - b. accurately acknowledging other research in full, when published, and ensuring that ethical standards of behaviour and scholarship are not compromised by personal ambition or other motives.
2. The RO, and the PI, shall conduct the Project and comply with:
 - a. the Laws, Rules and Regulations of the Sultanate of Oman; and
 - b. the principles and the terms and conditions set out in this Agreement.
 - c. the published ORG guidelines.
3. The RO, and the PI, shall:
 - a. provide the assistance, facilities and services necessary for the efficient and successful completion of the Project; and
 - b. comply with all cost schedules associated with the obligations of the Scope of Work as predefined in this Agreement.

Confidentiality

1. Each Party shall treat the details of this Agreement and all documents prepared hereunder as private and confidential, except that each Party may disclose to its employees, agents, attorneys, accountants, or other third parties only as much information as is necessary for the performance of the Party's duties hereunder, and provided that the recipient of the information signs a non-disclosure agreement or is bound by professional privilege. Neither Party shall publish or disclose any particulars

- relating to this Agreement or the Project in any form of media, or otherwise, without the previous consent in writing of the other Party;
2. All documents supplied to the Project Team by TRC or any other Omani organizations shall be confidential, unless already publicly available;
 3. Notwithstanding the above, no information shall be required to be kept confidential after disclosure if the recipient can demonstrate that the information:
 - a. Previously was in its possession, as shown by its pre-existing records, without any violation of any obligation of confidentiality;
 - b. Was received from a third party without violation of any obligation of confidentiality;
 - c. Was publicly known and made generally available, through no action or inaction of the recipient, after such disclosure;
 - d. Becomes publicly known and made generally available, through no action or inaction of the recipient, after such disclosure;
 - e. Was independently developed without use of any Confidential Information by employees or consultants of the recipient who had no access to such information; or
 - f. Is required to be disclosed by a valid order of a court or other governmental body, or otherwise required by law.

Intellectual Property Rights and Policy

1. Except as otherwise restricted by the conditions of this Agreement, both parties are committed to the proper observance of patent, copyright, trademark, trade secret and any other Intellectual Property laws or laws relating to proprietary information; ensuring the rights of creators and users; and providing reasonable access by users to those works.
2. The RO shall ensure that the Project Team working on adhere to laws and treaties relating to Intellectual Property and the use, publication, performance, reverse engineering, copying and dissemination of Intellectual Property and related materials and things.
3. Unless stated otherwise, the ownership of Intellectual Property Rights, and responsibility for its exploitation, rests with the Research Organization. TRC may, in individual cases, reserve the right to retain ownership of Intellectual Property and to arrange for it to be exploited for the national benefit and that of the Research Organization involved.
4. Subject to clause 8.3, the Research Organization, the Principal Investigator and all Researchers engaged in the Project, shall make every effort to ensure that any potentially valuable results obtained in the course of the Research are protected and exploited for national benefit, and that there is a suitable return to the Research Organization and the Researchers from any such exploitation.
5. All Intellectual Property arising from the Project shall not be transferred outside Oman without obtaining a prior written approval of TRC. The Research Organization must ensure that all those associated with the Research are aware of, and accept, the arrangements for exploitation.
6. Subject to background and foreground information any collaborative arrangements are expected to be put on a formal basis through an agreement covering the contributions and rights of the organizations and individuals concerning exploitation. Such

agreements must be in place before the Project begins. The terms of collaboration agreements must not conflict with TRC terms and conditions of Project.

Procedures

1. Procedures governing the use of TRC Grant have been designed to be as flexible as possible, in order to encourage effort towards excellence, whilst recognizing and reflecting the reality that TRC Grant are:
2. intended to contribute towards the direct costs of the Project for which the Grants are awarded;
3. used effectively and economically, and any associated expenses incurred are essential for the Research supported by the Grant.
4. Use and Transfer of Financial Resources
5. Subject to the Project Budget as set out in the Schedule VI, it shall be the responsibility of the Research Organization to manage the use of Project Budget by the Principal Investigator and Researchers, with the unique constraint that any procurement decision must be consistent and comply with the Project Budget.
6. Research Organization shall use Project Budget only for the purpose of performing the relevant Project in accordance with the Schedule VI.
7. Research Organization shall keep proper accounts and records of its receipts and expenditure and use of the Project Budget.
8. Research Organization shall ensure that proper accounting controls are exercised over the Project and shall maintain separate accounting records for all transactions in relation to the Project and be responsible for Reconciliation of Accounts.
9. Research Organization and the Principal Investigator must respond to any audit request and be responsible for compliance with accounting and reporting systems, including Reconciliation of Accounts, enabling fair audit assessments, within the framework set out in the Project Execution Plan and the Project Budget.
10. Subject to Clause (10.7) TRC provides flexibility to move Funds between expenditure categories. To do so, the Principal Investigator must provide TRC with explanation and justification for any changes and movement of Funds. TRC must be satisfied and confirm that the proposed change is acceptable before the transfer of Funds.
11. Funds allocated for Equipment and Facilities and Postgraduate students shall not be moved to any other category. However funds from other categories may be moved these categories.
12. In case of any unused amount of annual Fund as specified in the Project Budget (Schedule VI), TRC will require justification if the amount is greater than 25% of the agreement year amount in order to transfer (carry forward) that amount, such justification shall be subject to acceptance by TRC, otherwise the Research Organization must return back the balance amount to TRC, in case the amount has already been disbursed to the Research Organization.
13. At the end of the Project any unused amount of the total Project Budget shall be returned back to TRC, within two months from the Date of Completion.

Change in Project

1. The RO shall not replace the Principal Investigator or any Researcher from Project Team, without first obtaining the written consent of TRC. A request, must be sent to the Research Administration Department, accompanied by the curriculum vitae of the proposed member and undertaking that such change shall neither cause

inconvenience to the work, nor cause to TRC any delay or extra cost, and that the proposed replacement of the Principal Investigator or any of the Project Team member meets the eligibility criteria for the position and has the expertise and experience to either lead or work for the Project and achieve a successful completion of the Project, in accordance with the research objectives and recognized workmanship.

2. The Project shall be carried out and completed as described in accordance with this Agreement. However, it may be possible to adjust the research activities; provided that the research performed is still in line with the original objectives of the Project. In the event of significant changes, the Principal Investigator shall obtain TRC's approval.

Changing Research Organization

1. Research Organization must notify TRC if the Principal Investigator intends to transfer to another National Research Organization. If this organization is eligible to hold Research Grants, and is able to provide a suitable environment to enable the Project to be successfully completed, the expectation is that the Research Grant would be transferred along with the Principal Investigator. Written agreement to this is required from both the relinquishing and receiving organizations.

Ownership and Use of Equipment

1. The procurement of equipment, consumables and services, must comply with all relevant national legislation and the Research Organization's own financial policy and procedures. Accepted procurement best practice in the Sultanate of Oman must be observed.
2. Equipment purchased from the Project Budget shall primarily be for use on the Project, and will belong to the Research Organization. In certain circumstances, TRC may wish to retain ownership throughout the period of the Project and possibly beyond.
3. TRC must be informed if, during the life of the Project, the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded. In any event TRC reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.
4. Any proposal to transfer ownership of the equipment during the period of the Project is subject to prior approval of TRC. After the completion of the Project, the Research Organization will be authorized to use the equipment without reference to TRC, but the Research Organization shall nevertheless maintain such equipment for research purposes as long as it is practicable.
5. Where there is spare capacity for the utility of the equipment, the Research Organization is expected to make it available to other users through the national equipment database. However, priority should be given to Research supported by TRC.
6. The Research Organization must list all equipment which is purchased through Project Budget in an assets register, which must be available for inspection by TRC upon reasonable notice.
7. The assets register must record the date of purchase, purchase price, description (including any identifying marks and numbers) and location of the equipment. The assets register must also record, where applicable, the details of the disposal of any items of equipment, including the sale price and to whom sold.

Reporting Requirements

1. Progress Reports:

- a. The Research Organization will be responsible for providing annual progress reports of activities and results.
 - b. The reports shall include achievements and progress made against agreed activities including a list of purchased equipment. The reports will be submitted through TRESS.
 - c. Delay of Progress Report submission causes delay of transfer of the following year funds. This delay shall not effect the project duration and shall not be used as a base for extension.
 - d. The Research Organization shall, by the end of each year, or upon written notice by TRC, provide TRC with Financial statement on the Project. It shall specify the total Research Grant received and expended and committed by the Research Organization.
 - e. Financial Focal Point or his delegate shall submit and verify the financial statement indicating that the Research Grant was expended in accordance with the Research Agreement. The Financial statement shall be ratified by the auditing department of the Research Organization.
2. Final Report:
- a. A Final Project Report on the conduct and outcome of the Project must be submitted by the Research Organization within three (3) months of the end date of the Project. No further application from a Principal Investigator will be considered while a Final Project Report is overdue.
 - b. If there are exceptional reasons that will prevent submission of the Final Project Report within the period allowed, a written request may be made to TRC by the Research Organization Focal Point, before the due date passes, for the submission period to be extended.
 - c. Final Account (Final expenditure statement) must be completed and returned within (3) months of the end date of the Project. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as Final Account for the purposes of Project Completion. The final account statement shall be ratified by the audit Department of the RO

Support Acknowledgment

1. Whenever achievements resulting from the Project are published (such as in journals, conferences, presentations, etc.) the author(s) must highlight TRC's financial support through the Project. The recommended form of acknowledgment is: "The research leading to these results has received Project Funding from The Research Council of the Sultanate of Oman under Research Agreement No. _____".
2. It is the responsibility of the RO to ensure that TRC Project support is properly acknowledged.

Inspection

1. TRC shall be allowed reasonable access to inspect the records and financial procedures associated with Project or to appoint any other body or individual for the purpose of such inspection. This includes possible site visits by TRC or any other individual appointed by TRC in order to verify the information provided by the Research Organization.

2. The Research Organization shall, if required by TRC, provide a statement of account for the Project, independently examined by an auditor who is a member of a recognized professional body, certifying that the expenditure has been incurred in accordance with the Research Agreement.

Termination and Suspension

1. TRC may immediately terminate this Agreement by written Notice to the RO if:
 - a. If the Project does not commence within three (3) months of the award without any valid justification for not commencing, which justification must be accepted in writing by TRC.
 - b. The RO is in breach of any of its obligations arising from this agreement and fails to remedy such breach (if remediable) within thirty (30) days of receipt of written notice from TRC requiring such remedy; or
 - c. The RO becomes insolvent or bankrupt, or is in the process of a winding up or other process of dissolution, except a voluntary dissolution for the purpose of reorganization; or
 - d. TRC has reasonable cause to believe that, after reasonable notice, a final project report which meets the expressed or implied requirements of the approved project, arising from this Agreement will not be produced in accordance with this Agreement, other than by reason of any delay, non-compliance, non-conformance, or other failure to cooperate with the RO on the part of TRC.
2. If the Agreement is terminated pursuant to this Section 17, or Section 18 (Default), or Section 23 (Force Majeure), then it shall not prejudice any other remedies as may be available to either Party;
 - a. Upon termination, TRC shall have no further liability to the RO arising from this Agreement and, in particular, shall have no liability to make any further payment to the RO for any work performed by the RO after the date of termination stated in the termination notice served pursuant to Section 17.1.
 - b. TRC shall pay to the RO any outstanding payments and any other costs incurred by the RO that relate directly to the Project, which were incurred prior to termination; provided that any payments will not exceed the total payment that would have been due to the RO under this Agreement had it not been terminated.

Default

1. In the event of any default of any material obligation by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within thirty (30) days of the written notice, then the non-defaulting party may terminate this Agreement as further detailed in Section 13, above.

Modification and Severability

1. Subject to section 20, the Agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Section, except in writing, signed by the Party or Parties against whom such amendment, modification, waiver, or discharge is sought to be enforced. Any modification must be executed by the Parties, in writing, to be effective.

2. The provisions of this Agreement shall be deemed severable, and the invalidity, illegality or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision(s). In the event any provision of the Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavour to modify that provision in a manner that gives effect to the intent of the Parties in entering into the Agreement.

Variation

1. TRC or the RO may, at any time during the term of this Agreement and upon consultation and agreement with the other party, require the other party to agree in writing to undertake any reasonable variation of this Agreement, in the form of alteration, addition, or omission from the Project or any part thereof. In the cost of such variation shall be taken into account in ascertaining the amount of the fees or remuneration paid to the RO under this Agreement, but no variation shall, in anyway, vitiate or invalidate this Agreement.
2. All extra or additional work to be done or work to be omitted, shall be agreed to in writing, and shall be valued at the rates and prices set out in the Agreement, if the same shall be applicable. If the Agreement does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the parties.
3. Extension of the duration of the Project Agreement is allowed for only, one-time and shall not exceed one year subject to prior written approval of TRC.

Liability

1. The RO shall take full responsibility for the care of work, and shall be liable for the RO's gross negligence or damage to the work, material's, or equipment used for purposes related to the Project.
2. The RO is responsible for the violation of any third parties' rights that the RO was aware of at the time of signing this Agreement, and which violations are a result of work in furtherance of the purpose and direction of the Project, unless such violation is due to the acts of the TRC, the RO was not given correct information about these rights by the TRC, or the RO gave the TRC notice of the such liability beforehand.
3. Notwithstanding any provision to the contrary in this Agreement, neither party shall be liable to the other, by way of indemnity, for any indirect or consequential loss of profit or damage that may be suffered as a result of termination or breach of this Agreement.

Force Majeure

1. In this Clause, "Force Majeure" means an exceptional event or circumstance that:
 - a. Is beyond a Party's control,
 - b. Such Party could not reasonably have anticipated prior to entering into the Research Agreement,
 - c. Having arisen, such Party could not reasonably have avoided or overcome, and
 - d. Is not substantially attributable to the other Party.
2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (22.1.1) to (22.1.4) above are satisfied:
 - a. War, hostilities (whether war be declared or not), invasion, or act of foreign enemies; and

- b. Rebellion, terrorism, sabotage by persons other than the personnel who are employees of the Parties revolution, insurrection, military or usurped power, or civil war.
3. If either party is affected by Force Majeure it shall, within a reasonable time, notify the other party, in writing, specifying the nature and circumstances of the occurrence of the event it believes to constitute Force Majeure, and estimating the likely duration of such circumstances, including its reasonably foreseeable impact upon the performance of the Agreement.
4. Neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure act or occurrence, of which it has notified the other party. The time for performance of that obligation shall be extended accordingly; provided that the party claiming Force Majeure shall, and until the Agreement is terminated under clause 17.1, continue to use its best endeavours to alleviate and mitigate the effects of such Force Majeure on the Project.
5. If the Force Majeure in question persists, or will likely persist, according to the notice, for a continuous period in excess of six (6) months, the Party not claiming Force Majeure may terminate the Agreement by a written notice to the party directly sustaining such event of Force Majeure.

Notices and Services

At the address stated below or such other address as advised in writing by that party.

To TRC: The Research Council

P.O. Box 1422

P.C. 130 Al Athaiba, Muscat, Sultanate of Oman

Fax: (+968) 2450 9820,

Website: www.trc.gov.om

To Research Organization:

University of

P.O.Box, PC Sultanate of Oman

Fax: (+968)

Website:

Export Regulations

1. The RO in carrying out its obligations and work shall comply with all relevant and applicable laws and regulations governing the export or re-export of goods, technology, or services.

Assignment

1. Neither Party may assign, transfer or encumber any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not unreasonably be withheld.

Governing Law

1. The Agreement shall be governed and construed in accordance with the laws of the Sultanate of Oman, with due respect given to international treaties and concepts of good faith. Notwithstanding the foregoing, the Intellectual Property laws of the country in which the Project Intellectual Property shall be exploited shall govern the Project Intellectual Property and the Parties' actions related thereto.

Arbitration

1. Any dispute or difference, between the parties arising out, or in connection to this Agreement, whether during the progress and completion of the work, and whether before or after the termination, shall first be amicably settled through negotiation between the parties within reasonable time of the receipt of a notice detailing the disputed issue. In the event that the Parties cannot amicably settle such a dispute, the matter shall be referred to a sole arbitrator appointed by both parties under the rules of the laws of the Sultanate of Oman. The place of arbitration shall be in Muscat, or another mutually agreeable location, and the arbitration proceedings shall take place in English or Arabic as mutually agreed. The arbitrator decision shall be final and binding on both parties. The resulting award shall be in lieu of any other remedy.

Authority to Enter Into Agreement

1. The individuals executing this Agreement on behalf of their respective Parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the entity for which they sign below.

Use of Name

1. Neither Party shall use directly or by implication the names of the other Party, nor any of the other Party's affiliates or Agreementors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other Party.

End of OREG agreement terms and conditions