



# **GUIDELINES FOR THE PREPARATION OF RESEARCH PRE-PROPOSALS/PROPOSALS**

**THE MIDDLE EAST DESALINATION RESEARCH CENTER**

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# 1. INTRODUCTION

The aim of the Center's research program is to conduct, support and coordinate basic and applied R&D in water desalination and supporting fields, with the overall objective to reduce the cost of desalination. The mission is also inclusive of capacity building in the Middle East and North Africa (MENA) region, as an integral part of a holistic approach to problem solving and continued development and enhancement of a practiced technology. The Center made it a mandatory to include a partner from the MENA region in every research project funded by the Center. The Center also sponsors students from the MENA region to pursue their M.S. and Ph.D studies abroad as a component in some of the research projects sponsored by the Center.

The Center strives to identify appropriate projects, which can help in opening up new areas of research, contribute to the development of new processes or improve the existing technologies and make these processes technically more efficient, implementable, reliable, environmentally friendly and sustainable, and also to collect reference materials in desalination useful not only in learning the current status of that topic, but also to identify the areas that require further research or development and to develop appropriate strategies.

The Center pursues a major portion of its goals in research and development by funding projects worldwide. The research program is based on recommendations from the Research Advisory Council, from the Technical Representatives of the Member Countries and from other partners of the Center, e.g. the various Project Advisory Committees. These recommendations are integrated by the Center's research management, and presented to the governing Executive Council for approval.

The Center's Research Advisory Council is a group of 20 desalination experts from around the world. This group convenes once a year to develop the Center's research program, identify projects and recommend priorities for projects and budget. The Council is also advisory to the Center in developing programs for capacity building, communication and technology transfer.

The Center's Research Program is designed to contribute to the following objectives:

- Decrease the cost of desalination.
- Develop productive partnerships and co-operations.
- Develop human resources in desalination and foster international cooperation in research activities, particularly among regional experts.
- Sponsor students from the MENA region to pursue their M.S. and Ph.D studies abroad as a component in research projects.
- Develop sustainable desalination technologies.
- Protect the environment from impacts of desalination technologies.
- Improve communications in the desalination community.
- Utilize limited regional and international research resources.
- Maximize technology transfer through research activities.

## **2. GENERAL REQUIREMENTS**

### **Cost sharing**

The applicant is expected to provide for cost sharing of at least 50 percent of the total cost of the proposed project. The cost share component can consist of cash and/or in-kind contributions from the applicant's institution, from donors or from other R&D funding organizations. Although in-kind contributions can come from a variety of sources, the primary objective is to encourage cost sharing when cash is not readily available. In-kind contributions can include labor, materials, leasing of facilities or equipment from other organizations, or other similar services contributed at their realistic fair market value. Any higher cost sharing will be acknowledged accordingly in the evaluation of a proposal. In special cases, identified as such, the Center may consider granting more than 50% of the project costs.

### **Partnership in Research**

The Center places a very high priority on the formation of research partnerships, which to include at least one organization or institution from the MENA region as a member of the research team. Proposals that present well-balanced and effective regional partnerships will be encouraged. A long-term objective of the Center is to stimulate capacity building for more research into desalination within the region. Accordingly, the Center seeks to supplement and complement the work of the existing organizations and institutions within the region.

If, in the stage of submitting a pre-proposal, the applicant requires assistance in finding a research partner, the Center may be able to help in forming a cooperation. The pre-proposal should briefly specify the tasks proposed for the partner.

The requirement of forming research partnerships can be exempted for projects dealing with data banks, reference materials, or capacity building.

### **Creation of reference material**

As a contribution to the Center's commitment to technology transfer, capacity building and knowledge dissemination, it is the policy of the Center to demand in every Center funded project a component that will serve as an advanced source of reference on the topic under investigation. The Center also includes separate projects on the reference materials in the annual Request For Proposals (RFP). The reference material can be a comprehensive literature survey, review and evaluation. It can also provide other materials of reference value to someone already working or initiating work in the subject area; for instance a comprehensive presentation of design calculation tools, an assessment of solutions to a certain problem, or a systematic collection of specific data relevant to the topic under investigation. This contribution is expected to comprise a separate chapter of the final report and should be clearly identified in the proposal. Proposals will be judged, also, by the value of this contribution.

### 3. SPECIFIC REQUIREMENTS

#### Pre-proposals

The Center recognizes that the submission and processing of a full proposal requires considerable commitment of resources and time both on behalf of the applicant and the Center. In order to optimize efforts and time, and to improve the quality of the proposal, the Center encourages the applicant to first submit a pre-proposal for review and comment by the Center, prior to submitting a full formal proposal.

A pre-proposal is expected to be less than five pages. It should cover the following:

- project objectives,
- a brief description of the project,
- why the work is important, any novelty,
- identification of the team to work on the project (not mandatory at this stage),
- the main work packages,
- the essentials of an approximate budget.

A CV of the principal investigator should be included as an annex.

On the basis of the pre-proposal, the Center decides on whether it will accept a full proposal. If a full proposal is encouraged, the Center's comments may comprise suggestions such as to include or exclude certain work items, to consider or build on results of previous projects, to consider participation of a certain regional institution as partner, to adjust the funding requirements, to consider separating a project into two phases, etc. For reasons pertaining to the program policy or the research budget, the Center may also request the full proposal to be submitted at a later date.

The Center's comments on the pre-proposals are purely advisory and will in no way commit the Center to funding the project. The decision whether or not a project is awarded funding will be made entirely on the basis of the formal proposal.

Pre-proposals are generally evaluated internally by the Center. In some cases, however, the Center may solicit the advice from an external expert.

#### Full proposals

Proposals must include the components briefly described in the following. Suggested lengths are given in parentheses. The proposal should be submitted on 8 ½ by 11 inches or A4 paper, typed 12 characters per inch and single-spaced on one side of the page. Please use the proposal template in Appendix A to prepare the proposal. The review and evaluation process of the proposals is outlined in Appendix B. Appendix C has a checklist of the items required for the submission of full proposal.

**Title Page** - A title page with the title of the proposed project, authors' names, affiliations, and addresses, date, and RFP number.

**General Information Page** - A listing of both mail and courier addresses, phone and facsimile numbers, and e-mail address for: the Principal Investigator, the primary project partners. Also provide addresses of personnel relating to contractual or administrative matters, if different from the principal investigator.

**Table of Contents** - A table of contents, listing major section titles with the associated page numbers in the proposal.

**Project Abstract** (approximately one page) - An abstract summarizing research objectives, technical approach/methodology, and anticipated results.

**Objectives** (1/2 page) – Provide objectives of the project briefly.

**Background** (one to five pages) - Provide a summary of the project topic background including the current state of knowledge, impact on desalination technology, and impact on the MENA region.

**Project Description** (up to five pages) - Provide clear tasks that will be carried out in the project assigning a number for each task. Then give the detailed scope of work which includes the objectives of the individual tasks proposed, the methods that will be employed, as well as the nature and extent of the anticipated results. This section should also include a discussion of specific criteria that can be used to evaluate the development and success of each project objective.

**Potential for Practical Applications** (up to one page) - Define the practical benefits of the proposed project and its results to the desalination industry and the potential impact to the cost of desalination if successful. What will be the outcome of the research (e.g. process know-how, process and equipment design methodology, software package, etc.)?

**Reference Material** (one page) – Briefly describe the type, scope and the contents of the reference material intended to be produced in the project for the final report.

**Quality Control** (up to one page) - Where appropriate, include a description of the procedures that will be used to ensure the quality of the project results and product.

**Schedule** (one to two pages) - Estimate the duration of the project's research phase and the time to prepare the draft and revised final report. If this duration differs from any period specified in the project outlines, please justify. For the research and reporting there should be a schedule showing the individual tasks with significant milestones identified for the work to be accomplished and time for the preparation, submission, and approval of required data and reports. Periodic progress reports (at four-month intervals) for technical review by the Project Advisory Committee (PAC) and the Project Manager are required throughout the research phase of the project.

The following key dates should be defined in the proposal clearly, specifying the tasks to be completed in each period:

## DELIVERABLES

First periodic report  
Subsequent periodic reports  
Draft final report & executive summary  
Revised draft final report

## DUE DATE

4-6 months after project begin  
at 4-6 months intervals  
together with the last periodic report  
one month after receipt of comments on the  
draft final report

**Statement of Qualifications** (up to two pages) – Identify the Principal Investigator and the individuals who will significantly contribute to the project, including the percentage of time to be committed. A statement endorsed by the head of the institution should be included to approve the time allocated. If applicable, provide a list of on-going projects. In addition, provide three references with their addresses, phone and fax numbers, e-mail address for the Principal Investigator.

**Facilities and Equipment Information** (one page) - Describe the facilities in which the work is to be performed. List the equipment that is available for use for this project and which equipment will be required for carrying out the proposed work.

**Environmental Impact** (one page maximum) - Describe any potential environmental benefits or adverse impacts of the proposed work, and plans for disposal of wastes, if any result from the study. If any permits and licenses are required for this study, describe how they will be obtained. Specify the benefits and adverse effects on the environment if the results of the project are implemented for a practical application.

**Budget** - Use the information in Appendix D as a guide for preparing the budget proposal. Using the attached Budget Estimate Form in Appendix A, provide a realistic budget, showing separate cost estimates for salaries and wages, fringe benefits, expendable supplies, services, travel, subcontracts, other direct costs, and overheads. The Center will fund up to 50% of the total cost of the project. The proposer must provide the 50% balance of the cost in cash, or in-kind contributions. In-kind contributions must be substantiated, and services, labor, or rented equipment charges from other institutions must be valued at their realistic, fair market value.

The Center has limited resources available. Therefore, in general, the Center will not pay for the purchase of major equipment for research tasks. Bench scale, pilot plant equipment, and consumables will be considered on a case-by-case basis and should be justified as a legitimate cost of the project by the proposer.

**Payment** - Payments by the Center will be based upon meeting specific milestones and acceptance of the project report. These milestones, which cover certain tasks, and the portion of the budget to cover these tasks should be specified in the proposal.

**Literature References** - Provide a list of references for all documents or materials cited in the proposal.

**Résumés** (two pages maximum for each) - A brief résumé should be included for main contributors. In the résumé include education, experience, accomplishments, and pertinent information to the proposed project area. List each individual's most important publications (a full list is not necessary or desired).

**Letters of Commitment or Intent** - For all partners (defined as sub-contractors in the contract), letters of intent, which indicate the type and dollar value of proposed contributions, should be included in the proposal and listed on the Cost-share Contributions Form in Appendix A (see Instructions for Budget Preparation in Appendix D). Realizing the time required to arrange cost-sharing, firm letters of commitment will be due prior to contract award. Letters of intent are sufficient for preparation of the proposal. Letters of commitment are not required from partnering companies, government bodies, universities, etc. if a qualified representative from the company, government body, or university, signs the proposal as one of the proposal authors.

**Duplicate Funding** - The proposal shall include a statement by the Principal Investigator that the same project or task components of the project are not receiving duplicate funding by a third party. A form for this statement is provided in Appendix E.

## 4. RESEARCH CONTRACT

**Contract Conditions:** The Center includes specific contract provisions as a condition of research awards. The contract is available on the Center's web site, [www.medrc.org](http://www.medrc.org)

Acceptance of these contract conditions is a requirement of Center funding. Researchers should determine, before submission of a proposal, that such conditions are likely to be acceptable to the submitting organizations and its subcontractors. Please note:

- The standard funding agreement reflects the Center's intention to solely own and publish a final report.
- For purposes of the contract, the Center defines the Principal Investigator (and/or his/her representing company, government body, or university) to be the contractor. All other partners or entities not employed by the principal investigator's company or firm who are contributing to the project are considered sub-contractors to the Principal Investigator.

**Intellectual Property** - The Center has developed a Technology Management Plan (TMP), which will serve as the basis for determining intellectual property rights for research and development activities sponsored by the Center. The TMP, which is available in Appendix F, is based upon the following principles:

- Protection of participants' business proprietary and confidential information
- Protection and enforcement of intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization signed in Stockholm on July 14, 1967
- Ensuring that intellectual property arising from covered activities, including intellectual property jointly created, will be owned by those who create the intellectual property, subject to rights and obligations in employer-employee or work-for-hire relationships;
- Ensuring rights and obligations of the technology owners to commercially exploit

intellectual property arising from such activities

- Ensuring rights of dissemination by the technology owners, including arrangements for joint publication, keeping in mind that the broadest possible dissemination is the goal; and
- Ensuring adequate dispute resolution procedures.

**Publication:** The Center plans to publish a final edited report for all Center funded projects. The final edited report will be published as a camera-ready document. Researchers should allocate adequate resources and personnel for developing a final report that is technically sound and adheres to the final report instructions. Researchers should also be prepared to respond to an editor's review of the final report and to make changes where necessary.

## **5. SUBMISSION OF PROPOSALS**

Submit the pre-proposals and Proposals at any time during the year as attachment to e-mail using Microsoft Word to “***projects@medrc.org.om***”

Please be sure to review the “Proposer’s checklist” in Appendix C to ensure the proposal package is complete. If you have any questions about the proposal process, please contact the Center at:

Tel: + (968) 695 351

Fax: + (968) 697 107

E-mail: [projects@medrc.org.om](mailto:projects@medrc.org.om)

The Center’s web site is: [www.medrc.org.om](http://www.medrc.org.om)

**The Center reserves the right, in its sole discretion, to award or not award to any contractor under the terms of the RFP.**

## **Appendix A**

### **PROPOSAL TEMPLATE**

1. TITLE PAGE
2. GENERAL INFORMATION PAGE
3. TABLE OF CONTENTS
4. BUDGET ESTIMATION FORM
5. COST-SHARE CONTRIBUTIONS FORM FOR PARTICIPATING ORGANIZATIONS

TITLE PAGE

**PROJECT TITLE**

Author(s) name(s)

Author(s) Affiliation(s)  
Author(s) Address(es)

Date

RFP Series Number

## GENERAL INFORMATION PAGE

Principal Investigator's (PI) name  
mailing address  
courier address  
phone number  
fax number  
e-mail address

Same for other primary participants

Same for sub-contractors

Same for Contracting Office (if any)

## TABLE OF CONTENTS\*\*

Page #

1. Project Abstract .....	
2. Objectives.....	
3. Background .....	
4. Project Description .....	
5. Potential for Practical Applications .....	
6. Reference Material .....	
7. Quality Control.....	
8. Schedule .....	
9. Statement of Qualifications.....	
10. Facilities and Equipment Information.....	
11. Environmental Impact.....	
12. Budget.....	
13. Literature References .....	
14. Résumés.....	

### APPENDICES

A. Letters of Commitment.....	
B. In-Kind Contributions Form .....	
C. Duplicate Funding.....	

*\*\* Please refer to proposal requirements in this document for the details of each sub-title in the table of contents.*

## BUDGET ESTIMATION FORM

COSTS				TOTAL	BREAKDOWN OF CONTRIBUTIONS		
					MEDRC	Contractor	Sub-contractor
<b>A. LABOR:</b>				<b>US\$</b>	<b>US\$</b>	<b>US\$</b>	<b>US\$</b>
<b>Name</b>	<b>Role in Project</b>	<b>Hours</b>	<b>Rate \$</b>				
	P.I						
	Co-Investigator						
	Sub-Contractor						
	Researcher						
	Research Asst.						
<b>Sub total Labor</b>							
<b>B. MATERIALS/ EQUIPMENT</b>							
<b>Item</b>	<b>Quantity</b>	<b>Unit Cost</b>					
<b>Sub total Materials/ Equipment</b>							
<b>C. TRAVEL:</b>							
<b>Place</b>	<b>Purpose</b>						
<b>Sub total Travel</b>							
<b>D. OTHER ITEMS:</b>							
<b>Sub total Other Items</b>							
<b>TOTAL PROJECT COST</b>							

- \* -Provide details of travel costs
- \*\* -Itemize capital equipment
- \*\*\* -Itemize other costs



## Appendix B

### PROPOSAL REVIEW PROCESS

The review and selection of the proposals are conducted by an independent, outside **Project Advisory Committee** (PAC) working with the Center's research department. PACs are composed of professionals with expertise in the topic area of the project, and assisting the Project Manager in ensuring the project meets the highest technical standards required for Center-sponsored activities.

All proposals, reports and reviews shall be privileged communications and available only to the Center staff, and PAC members. All PAC members and Center staff are bound by **confidentiality agreements** regarding all proposal contents.

### PROPOSAL EVALUATION

The **general criteria** used for the proposal evaluation are:

- Technical merits and originality
- Creation of reference material
- Partner participation
- Managerial experience
- Budget plausibility
- Bonus for regional benefits

**Regional participation, 50% cost sharing, and the development of reference material are mandatory unless specified otherwise in the RFP outlines.**

## **Appendix C**

### **PROPOSER'S CHECKLIST FOR SUBMISSION**

#### **PROPOSAL**

- Page size and spacing
- Title page
- General Information Page
- Table of Contents
- Project Abstract
- Objectives
- Background
- Project Description
- Project Potential for Practical Application
- Reference Material
- Quality Control
- Statement of Qualifications
- Résumés
- Facilities and Equipment Information
- Environmental Impact
- Budget
- Payment
- Literature References
- Schedule

#### **ATTACHMENTS**

- Letters of Intent or Commitment from Regional and non-Regional Partners
- Letters of Intent or Commitment from any cost share contributors
- In-Kind Contributions Form
- Duplicate Funding

#### **ENSURE YOU ARE:**

- Familiar with the Center's Technology Management Plan
- Familiar with the Center's Research Contract

Both of the above documents can be downloaded from the Center's web site.

## Appendix D

### INSTRUCTIONS FOR COMPLETING THE BUDGET ESTIMATION FORM

Your proposed budget will be one component considered in the selection process and it should be specific and complete. Supporting schedules (as described below), which give the basis for the project's costs, must be provided. A cost breakdown summary including all cost-share contributions using the Center's Budget Estimation Form given in Appendix A must be included with the proposal and include the total estimated cost for each cost element. The Cost-Share Contributions Form given in Appendix A must also be included with the proposal. The type (e.g., labor, materials, etc.) and dollar value of all cost-share contributions must be confirmed by letters of intent. In-kind contributions should be valued at the current fair market value. Cost-share contributions will not be considered in the proposal selection process unless a letter of intent with the dollar value is included or a representative for the contributing organization signs the proposal. Furthermore, the scope of work must be based only upon the requested Center funds and those cost-share contributions for which the dollar value is confirmed.

1. **Direct Labor.** Give the name, title of each project participant, the number of hours to be spent on the project, the hourly rate, and the total cost (including overhead).
2. **Subcontracted Effort.** The estimated subcontract cost elements must be supported in a manner similar to the required detail for the primary contractor.
3. **Travel Expense.** The Center will accept travel expenses as a direct charge only for the journey required performing the project scope of work. Where possible, travel expenses should be included in the cost-share contributions. Attach a schedule indicating the need for the proposed travel, the estimated number of trips required, destinations, mode and cost of transportation, and number of day's subsistence per trip for each destination. Air travel should be via economy class. Per diem rates can be estimated based on rates specified by participants' countries or by the United Nations at the time of the proposal preparation. Actual travel expenses of awarded projects will require approval in advance by the Center.
4. **Equipment Rental from other Organizations.** For each proposed item with a rental cost of more than \$1,000, provide the following: description of item; vendor; term of rental; rental cost; and, basis for rental cost (i.e., quote, prior history, etc.).
5. **Purchased Special Equipment.** Capability to execute work with existing facilities and equipment is assumed. It is not the Center's policy to support the purchase of major equipment. If some special purpose items are needed solely for this contract and are not available by other means (contractor assets, lease, etc.) provide the following information for each item of required equipment: vendor; model number; quantity; unit cost and source of cost/price (i.e., quote, catalog); description of the use or application.
6. **Other Direct Material.** For all line items, provide information necessary to understand what is being obtained.

## **Appendix E**

### **DUPLICATE FUNDING**

This is to certify that the Principal Investigator (PI) or any of the Participants named in the proposal are not receiving duplicate funding, i.e. funding from a third institution on a separate contract for this project or any of its task components, and confirm that they will inform MEDRC if any additional outside funding is obtained for this project. The PI also certifies that the copyright for the final report will be the sole property of the Middle East Desalination Research Center.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If applicable, please name such research projects similar or related to the proposed project, for which the team members are receiving funds from another organization.

# Appendix F

## TECHNOLOGY MANAGEMENT PLAN

### I. Introduction

The Plan establishes procedures for handling any intellectual property arising in connection with research activities paid for with funds provided by grant, contract, or other arrangements by the Middle East Desalination Research Center (Center) to public or private entities (Contractors).

### II. Priorities - Information

The Center will protect and not disclose business confidential information of any Contractor as described below.

- A. For the purpose of this Plan, "business confidential information" means any know-how, technical data, or technical, commercial or financial information meeting all of the following conditions:
  - (i) of the type held in confidence for commercial reasons;
  - (ii) not generally known or publicly available from other sources;
  - (iii) has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
  - (iv) is not already in the possession of the recipient without an obligation concerning its confidentiality.
- B. Any business confidential information furnished or created by a Contractor in the course of the research activities will be transferred only with the written approval of the Contractor concerned and will be protected in accordance with applicable laws and regulations.
- C. Any business confidential information should be appropriately identified before it is furnished to the Center unless otherwise agreed. Responsibility for identifying such information will fall upon the Contractor who furnishes it or asserts that it is to be protected. Unidentified information will be assumed to be information not to be protected, except that the Contractor may notify the Center within a reasonable period of time after furnishing or transferring such information that such information is business confidential information under the laws and regulations of its country. Such information will thereafter be protected in accordance with subparagraph B, above.
- D. The confidentiality obligation with respect to pre-existing business confidential information and to business confidential information created and furnished to the Center will not expire unless otherwise agreed or the information is published or made generally available.

### III. Inventions

- A. For the purpose of this Plan, "invention" shall mean any invention or discovery which is or may be patentable under the laws of any Center member.

- B. In the event that a Center staff member makes an intellectual contribution to a Center-funded research project which is part of the patentable application, then such a patent shall be deemed to be jointly-owned by the Center and the Contractor.
- C. Subject to the terms of paragraph D below, any invention conceived or first actually reduced to practice under research funded by the Center will be owned solely by the inventing contractor. A Contractor which is a joint owner of an invention may not assign its interest in the invention without the prior consent of, and without accounting to, the other co-owner(s).
- D. The inventing Contractor has the first right to obtain protection in any country. If the Contractor is not interested in seeking protection in one or more countries, the Center may seek protection in any of those countries, on the basis on a royalty, which percentage should be agreed prior to the patent application, to be paid to the Contractor. The Contractor shall in those circumstances assign its rights in those countries to the Center but may retain for itself a royalty-free license to use the invention for non-commercial purposes in its own country. The protection of joint inventions will be agreed upon by the co-owners who shall equally share the costs of obtaining such protection. If a co-owner fails to pay its share of the costs in any country, it shall assign its rights in those countries to the other co-owner(s) but may retain for itself a royalty-free license to use the invention for non-commercial purposes in its own country. If neither the inventing Contractor, nor the Center, is interested in seeking protection in one or more countries, a Center member may request permission from the Center to seek protection in any of those countries. If permission is granted, the Contractor shall assign its rights in those countries to the Center member but may retain for itself a royalty-free license to use the invention for non-commercial purposes in its own country and will retain for the Center a royalty-free license to use the invention for non-commercial purposes in Oman. If neither the inventing Contractor nor the Center, nor any Center member is interested in patenting the invention, upon request the Center may permit the Contractor to permit its inventors to retain rights subject to the above-described licenses.
- E. Any inventing Contractor shall disclose promptly the invention in writing to the Center and indicate in which countries it intends to file a patent application. Upon request, the inventing Contractor will furnish any documentation or information necessary to enable the Center to establish rights to which it may be entitled.
- F. The inventing Contractor may ask the Center in writing to delay publication or public disclosure of such documentation or information which discloses the invention for a period not to exceed six months, or such period as the parties may agree, in order to prepare and file a patent application.
- G. The owner of any patent on an invention made under the research funded by the Center may commercially exploit it or license others to do so. A co-owner may not commercially exploit the invention or license it non-exclusively to third parties without the consent of and without accounting to the other co-owner(s). In granting licenses on any invention, the owner or co-owner shall give first consideration to Center members or other Contractors.

- H. Inventors may share in the royalties from their inventions consistent with the practice of their employer and as provided by the law applicable to the employment contract.
- I. The Center Director and Research Director shall have the authority to negotiate the terms included in paragraphs A-H above for projects with a total value of US\$50,000 and below.

#### **IV. Publications**

- A. Any Contractor and the Center may use all data and technical information arising from the specific contract for their own internal purposes, subject to the restrictions of sections II and III F. The Contractor must submit a written report of the findings of the contract as specified in the written contract between the Contractor and the Center. The copyright to this final report, as well as the copyright to the regular progress reports that may be specified in the contract, shall be the property of the Center. Proprietary information related to the contract may be excluded from these reports.
- B. The Center Members shall be entitled to a non-exclusive, irrevocable, royalty-free right in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports and books containing information directly arising from the contract. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work, unless an author explicitly declines to be named, as well as an acknowledgement that the project was carried out with financial support of the Center. Any Contractor shall have the right to review a translation of its work prior to public distribution by the Center or any Center Member.

#### **V. Disputes**

Disputes arising under this Plan should be resolved through discussions between the Contractor and the Center. Upon mutual agreement of the Contractor and the Center, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Contractor and the Center agree otherwise in writing, the arbitration rules of the UNCITRAL shall govern.