

CONTRACT

BETWEEN

**<Legal Name of Consultant Company Name>
<Consultant Company Address>**

AND

**LIRNEasia
9A 1/1, Balcombe Place, Colombo 0800, Sri Lanka**

for the conduct of

<Name of Task/Service>

<XX Month 20XX>

CONTRACT

THIS CONTRACT (hereinafter called the “Contract”) is entered into XX day of Month, 20XX by and between LIRNEasia, having its principal place of business at 9A 1/1, Balcombe Place, Colombo 0800, Sri Lanka (hereinafter called the “Client”) and <Legal name of Consultant Company>, having its principal office located at <Consultant Company Address> (hereinafter called the “Consultant”),

WHEREAS,

- a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”); and
- b) The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) General Conditions of Contract;
 - (b) Appendix A: Description of Services
 - (c) Appendix B: Schedule of Deliverables, Timelines, and Payments
 - (d) Appendix C: Internal Policy on the Use of Generative AI for research and communications outputs

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in this Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

For and on behalf of:

LIRNEasia

Helani Galpaya,
CEO (LIRNEasia)

Date: DDMMYYYY

For and on behalf of :

Legal name of Consultant Company

<Name of Authorised signatory from Consultant company>
<Title of Authorised signatory (Legal name of consultant company)>

Date DDMMYYYY

Consultant	Client

GENERAL CONDITIONS OF CONTRACT

1. **Services** The Consultant shall perform the Services specified in **Appendix A, “Description of Services,”** which is made an integral part of this Contract (“the Services”).

2. **Term** The Consultant shall perform the Services according to the timeline set out in **Appendix A, “Description of Services,”** of the Contract, or any other period as may be subsequently agreed by the parties in writing. This Contract shall be valid for a period of twelve (12) months from the date of execution of the Contract.

3. **Payment**

3.1. **Ceiling** For Services rendered pursuant to **Appendix A, “Description of Services,”** the Client shall pay the Consultant an amount not to exceed **Currency name contract amount in words (CurrencyCode Contract amount in numbers) e.g. Twenty Five Million Five Hundred and Fifty Seven Thousand Six Hundred and Fifty Seven Cents Fifty (LKR 25,557,657.50)**. This amount has been established based on the understanding that it includes all of the Consultant’s charges and associated outward expenses. Therefore, the Consultant’s interim payments have to match the values stated in the payment schedule of this contract. Furthermore, the final invoice value after all deliverables have been submitted cannot exceed the amount stated under section 3.1 of this contract.

The payment is subject to the deliverables being approved for quality and content. Payments will be made upon the satisfactory completion of the deliverables and the submission of the completed invoice that must be sent within two weeks of deliverables being approved by the Client. Please see the timeline in Annex B for the payment schedule.

Please ensure that the bank account you provide in the invoice, for the transfer of payment, is in the same country as the address stipulated in this award letter. A failure to do so may result in the rejection of the payment transfer request by the Sri Lankan Banks and a subsequent delay in the Consultant receiving the payment. Furthermore, please provide your Tax Identification Number and the Tax Residency Certificate that will be valid for the time period in which the payments are being made.

When transferring funds LIRNEasia will bear the bank chargers at the point of remittance, which covers both the senders’ and recipient’s chargers up to the recipient’s bank account. However, we have noted that in some instances, the recipient’s bank has levied additional chargers on the transaction. Please note that LIRNEasia is not responsible for the additional chargers at the recipient’s end.

3.2. **Schedule of payments** For services rendered pursuant to the conduct of **<Name of Tasks/Service>**, the client shall pay the consultant as per **Appendix B, “Schedule of Deliverables, Timelines, and Payments.”**

Consultant	Client

- 3.3. Payment conditions** Payment shall be made in Sri Lankan Rupees (LKR) in accordance with Appendix B. Payments will only be made upon LIRNEasia reviewing and accepting the deliverables for quality, and upon receiving the relevant invoice from the Consultant.
- 4. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity applicable to the relevant industry.
- 5. Copyright and Use**
- 5.1. Copyright and ownership of Material** Any data, study reports or other material, graphic, software or otherwise (“the Material”), collected or prepared by the Consultant specifically for the Client under the Contract shall belong to and remain the property of the Client.
- The Consultant should ensure that necessary copyright permissions are obtained for any material used in preparing the deliverable/s and is copyright protected by third parties. The Consultant shall bear the full responsibility of sourcing legal content.
- 5.2. Use and Publication of Material**
- (a) Subject to Clause 5.2(b), the Client may use and publish the Material in any way that it wishes.
- (b) The Materials may not be used in legal proceedings without the prior written consent of the Consultant. Client will not use or publish the Material in a misleading manner. Any conclusions, interpretation and usage from the data will be the sole responsibility of the Client and Consultant shall not be held liable or responsible in such an event.
- (c) The Client may enter into contracts with third parties (“Third Parties”) which will result in the insertion of specific questions in the questionnaire. The Client reserves the right to vest ownership of the data resulting from those questions with the Third Parties. This data is to be treated as highly confidential, and, may not be used in any manner by the Consultant, without prior written permission of the Client. The Client will indicate in writing to the Consultant which questions are to be treated in this manner if any. Any Third-Party use of such data shall be subject to the terms of this Contract.
- 6. Handling Personal Data under Personal Data Protection Act No. 9 of 2022** Notwithstanding any other provision in this Contract, if any data collected qualifies as 'personal data' and 'special categories of personal data' under the Personal Data Protection Act No. 9 of 2022 as amended by Personal Data Protection (Amendment) Act, No. 22 of 2025 a of Sri Lanka, the collection, processing, and handling of such data through the course of this Contract either by the Client, Consultant or any other sub contracted parties, must comply fully with the requirements of the said Act, and its subsidiary regulations.
- The consultant shall be liable for any for any data breach, misuse, or non-compliance resulting from the Consultant’s failure to comply with the provisions of the said Act and Ethical standards specified under clause 7 of this contract.
- The Consultant shall not be held responsible or liable for any data breach, misuse, or non-compliance with the said Act that occurs due to the act, omission or

Consultant	Client

negligence of the Client and after the Personally Identifiable Information (or personal data) has been successfully handed over or made accessible to the Client.

7. Ethical standards

The Consultant agrees to comply with the following principles which aim at protecting the security, dignity and privacy of every individual who, in the course of the Work carried out under this Research, will be requested to provide personal or commercially valuable information about her/himself or others (hereinafter referred to as “Subject of Research”):

Before an individual becomes a participant in the research detailed in Appendix A “Description of Services”, he/ she shall be notified of:

- a) The aims, methods, anticipated and potential hazards of the research, if any;
- b) His/her right to abstain from participation in the research and his/her right to terminate at any time his/her participation; and
- c) The confidential nature of his/her replies.

No individual shall become a Subject of Research unless he/she is given the notice referred to in the preceding paragraph and provides a freely given consent that he/she agrees to participate. No pressure or inducement of any kind shall be applied to encourage the individual to become a Subject of Research.

Proof of notification of the above (6a-6c) will be obtained by way of obtaining the Subject of Research’s signature or for illiterate Subjects of Research some other suitable way determined in consultation with the Client.

The identity of individuals from whom information is obtained in the course of the research shall be kept strictly confidential.

Any information revealing the identity or exact location or contact information of the respondents and/or households that has been collected for the purpose of this study (“Personally Identifiable Information”) shall be treated as strictly confidential. Only designated project staff of the Consultant shall have access to the Personally Identifiable Information only for the duration of this Contract. The Consultant shall take necessary precautions to safeguard such information from unauthorized access, and take necessary measures for physical data security and digital security including but not limited encryption.

At the conclusion of the term of this Contract, the Consultant shall:

- 1. Hand over all original physical copies of the Personally Identifiable Information to the Client.
- 2. Destroy all physical copies of the Personally Identifiable Information
- 3. Delete all electronic copies of the Personally Identifiable Information.

No Personally Identifiable Information or any other information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course, or as a result of the research.

Consultant	Client

No information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course, or as a result of the research, unless the individual concerned has consented in writing to its inclusion beforehand.

Where Subjects of Research are to be photographed, prior consent from them will be obtained and documented.

Where contact information is to be obtained and recorded from the Subjects of Research, prior consent from the Subjects of Research to record this information on behalf of the Client will be obtained and documented. Such contact information shall be treated as strictly confidential and be stored in a separate database from that which contains their survey responses.

When children are involved in the research, in addition to the requirements set out in the preceding paragraphs being complied with, children shall not be allowed to participate unless:

- i. Their parents or legal guardians have been counseled with respect to the children's participation in accordance with paragraphs 6(a), 6(b) and 6(c); and
- ii. Their parents or legal guardians have given their free, explicit, and informed consent to the participation of the children in the research.

Parents or legal guardians shall have the right to withdraw their children from the research at any time.

All deliverables and outputs will be reviewed for quality by the Client or Client's designate and will be checked for plagiarism and presence of AI generated content through relevant software (e.g. iThenticate). The consultant is responsible for all the outputs submitted under this contract and any presence of plagiarism and/or hallucinated content including references will result in the deliverable or output being rejected by LIRNEasia. The Consultant is required to abide by LIRNEasia's Internal Policy on the Use of Generative AI for research and communications outputs (Appendix C).

8. Extension of contract

This contract may be extended, subject to written agreement between the Consultant and the Client.

9. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. In the event that the Consultant sub-contracts any portion of the Contract to third parties (Sub-contracted Parties), the Client should be informed in writing of such Sub-contracted Parties before the Sub-contracted Parties are contracted by Consultant; credentials of the Sub-contracted Parties along with details of any prior working experience with Consultant should be provided to the Client; any objections by the Client shall be raised within ten (10) working days. The Consultant shall ensure that all terms and conditions on this Contract are enforced upon such Sub-contracted Parties.

Consultant	Client

10. Law Governing Contract and Language

The Contract shall be governed by the laws of Sri Lanka, and the language of the Contract shall be English. The competent courts at Sri Lanka shall have exclusive jurisdiction over the disputes arising under the Contract.

11. Termination By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Consultant, and forty (40) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract or does not ensure quality of service expected under this contract in accordance with the terms and conditions stated herein, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Consultant fails to comply with any final decision reached as a result of award or order under any dispute resolution proceedings.

In the event of termination of this Contract for any reasons whatsoever, the Client shall be liable to immediately make payments of all amounts due and payable to the Consultant according to the schedule of payments in Appendix B, minus any applicable penalties as per Section 3.4.5 of Appendix A, for the part of the Services completed under this Contract until such termination.

12. Termination By the Consultant

Notwithstanding anything to the contrary contained in these terms and conditions or any other agreements between the Parties hereto, the Consultant may without prejudice to any legal right or remedy which may be available to it for any breach or nonobservance by the Client of these terms and conditions, terminate this Contract by giving not less than thirty (30) days' written notice of termination to the Client, on any one or more of the following grounds:

(a) If the Client is in breach of the Client's obligations hereto.

13. Limitation of Liability

Consultant shall refund any fees paid for project deliverables that it fails to deliver. Consultant shall use reasonable efforts to correct errors that Client identifies in the Material and information Consultant has delivered. If Client returns all copies of uncorrectable erroneous information delivered by Consultant, Consultant shall reimburse Client for its proven actual damages from such errors, up to an aggregate maximum not to exceed Consultant's charges for the erroneous information. Except for the liabilities specifically assumed in the foregoing sentences, the indemnification provisions of this Agreement and for breaches of confidentiality, neither party shall otherwise be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, direct, special, incidental or consequential damages, due to any failure to furnish or delay in furnishing any services, any errors in any services,

Consultant	Client

project deliverables or data, or their use by Client or others. These remedies are exclusive. In the event the Consultant terminates the agreement for any reasons other than those stated under clause 11, the Consultant shall be held liable for all proven loss and damage that the Consultant, its representatives or sub-supplier causes to the Client as a consequence of the termination, including but not limited to additional costs incurred in arranging for the Services to be completed by another consultant. The maximum aggregate liability of both the Parties under this Agreement shall be limited to amount paid to Consultant by Client under this Agreement.

14. Confidentiality Undertaking

Each Party agrees to hold the confidential information (which is either explicitly designated as such or is reasonably anticipated as confidential) provided to it by the other, or information from informants in the process of data gathering, in confidence during and after the termination of this Contract. Each Party agrees that unless required by law it will neither make the confidential information available to any third party nor use the confidential information for any purpose other than the performance of this Agreement. Each party agrees to use all reasonable efforts to ensure that the confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.

The Parties shall take appropriate measures to ensure that all employees, agents and/or Subcontractors employed and/or contracted by either Party sign confidentiality agreements containing, inter-alia, the provisions set out above.

15. Tax Liabilities

The Consultant entity must submit a Tax Identification Number (TIN) or equivalent to the Client at the time of signing the contract

For payments to entities registered within Sri Lanka:

If the Consultant entity is registered in Sri Lanka under the Companies Act No. 07 of 2007, then the payments made to the entities on this contract will not be subject to any withholding taxes imposed by the Department of Inland Revenue Sri Lanka. The Client is not responsible for any other taxes for payments made on this contract. The Consultant must ensure that all taxes, levies, contributions etc. are taken care of, and the requisite tax laws and regulations of Sri Lanka are paid.

If the Consultant entity is registered in Sri Lanka but not under the Companies Act No. 07 of 2007, then the payments made to the entities will be subject to withholding taxes imposed by the Department of Inland Revenue Sri Lanka. Therefore, the Client will deduct the specified percentage at the point of transfer. The Client will make arrangements for the Consultant to receive a copy of the tax certificate confirming the deduction, which can be set off against the Consultant's tax liability.

In the event Consultants entity has a tax exemption by a special act, then such exemption letter from the Department of Inland Revenue, Sri Lanka must be submitted to the Client at the time of signing the contract as proof for non-deduction of withholding tax. In such instances Client will not deduct the withholding taxes.

Consultant	Client

For payments to entities registered outside Sri Lanka

If the Consultant entity is registered outside of Sri Lanka, then it is compulsory for you to submit the entity's latest Tax Residency Certificate (TRC) covering the time of payment, at the time of submitting the invoice. You may need to submit multiple TRCs depending on the duration of the contract and payment milestones.

If the Consultant entity does not submit a valid TRC at the time of payment, it will be subjected to a Remittance Tax deduction.

Any outward remittance from Sri Lanka is subject to a Remittance Tax (to cover Advance Income Tax) imposed by the Department of Inland Revenue, Sri Lanka. The percentage withheld will depend on the dual tax treaty signed between Sri Lanka and the country of receiving remittance. If a dual tax treaty does exist between Sri Lanka and the country receiving the remittance, the deduction can be considered as an advanced income tax payment and be used to set off against any income tax payment the Consultant may need to pay in the country of receiving the remittance.

The Client will arrange for the Consultant to receive a copy of the tax certificate confirming the deduction, which can be set off against the Consultant's tax liability. If Sri Lanka has not signed a dual tax treaty with the remittance receiving country, the remittance will be subjected to a deduction as per the existing laws pertaining to the Department of Inland Revenue, Sri Lanka

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Consultant	Client

LIST OF APPENDICES

- Appendix A:** Description of Services <<as specified in the RFP, with adjustments according to the final agreed upon study parameters>>
- Appendix B:** Schedule of Deliverables, Timelines, and Payments <<as specified in the RFP, with adjustments according to the final agreed upon study parameters>>
- Appendix C:** Research Ethics and Safeguarding
- Appendix D:** Policy on the Use of AI for Consultants

Consultant	Client

Appendix C: Research Ethics and Safeguarding

LIRNEAsia is a research organisation and as such, all Consultants and any personnel engaged under LIRNEAsia-supported assignments are expected to adhere to the following research ethics. The research ethics should be taken into account throughout the project lifecycle starting from the project proposal and research design stage. That is to say, the cost, time, and resources needed to comply with ethical requirements should be considered throughout the project lifecycle.

Conflicts of Interest:

Conflicts of interest arise when a person's (or an organisation's) obligations to a particular research project conflict with their personal interests or obligations. A Consultant should attempt to identify potential conflicts of interest in order to address those issues before they have a chance to do harm or damage.

Ideally this should be done at the proposal or initial contracting stage. If conflicts of interest do exist, then the objectivity of the Consultant and the integrity of the research results can be questioned by any person throughout the research review process. It is therefore imperative to address conflicts of interest up front and discuss how to manage any potential lack of objectivity before the research is called into question.

The conflict of interest extends to the Consultant or any of their close family members, associates, or affiliated organisations benefiting from project activities (e.g. being hired, winning a competitive procurement process, or other project-related opportunities). All such conflicts must be declared prior to occurring, if they are known. They may not always be avoidable. In some situations, LIRNEAsia may determine that proceeding is appropriate — for example, where a person may objectively be the best qualified individual to carry out a particular activity, especially in a context where specialised skills are limited. The Consultant should never be in a position to make decisions regarding situations where they have a conflict of interest.

Honesty:

Be honest in all communications including reporting of data, results, methodologies and procedures, and publication status. Do not fabricate, falsify, or misrepresent data. Do not deceive colleagues, funders, research partners, or the public.

An example could be that a research process, when completed, does not yield expected results or produces results contrary to what fits a particular narrative. Clear and transparent reporting should be done. Consultants may present reasonable hypotheses as to why the results are as observed but must accurately represent the research findings.

Objectivity:

Strive to avoid bias in research design, data analysis, data interpretation, peer review, reporting, and other aspects of research where objectivity is expected or required. Avoid or minimise bias or self-deception.

Equally important is that while recognising full objectivity may not be possible, good research practice requires researchers to acknowledge their positionality — that is, to recognise how factors such as gender, education, income, class, ability, experiences, and other factors impact the way they see the world and the way they carry out research and interpret results. Good practice requires acknowledging this and being transparent about this where relevant in research outputs.

Integrity:

Consultant	Client

Keep your promises and agreements; act with sincerity; strive for consistency of thought and action. In practice, this will require following through on actions committed to during the assignment. It will also require Consultants to communicate clearly with LIRNEasia regarding expectations, commitments, challenges, and any decisions that may impact the successful completion of the assignment.

Attention to Detail:

Avoid careless errors and negligence; carefully and critically examine your own work and the work of your peers. Keep good records of research activities, such as data collection, research design, analysis processes, and correspondence with relevant stakeholders. Adherence to quality standards set by LIRNEasia is of utmost importance.

Peer review and feedback are important parts of LIRNEasia’s quality control process. Consultants may be required to present, discuss, or revise research outputs based on review and feedback from LIRNEasia and/or relevant reviewers prior to publication or dissemination.

Openness and Transparency:

LIRNEasia conducts public policy research and follows the principle of open access. As such, where possible and not contrary to the conditions of clients, funders, confidentiality obligations, or applicable agreements, research data (without individual identifiers linked to personally identifiable information or PII), results, ideas, tools, and resources may be made available publicly.

In some instances, in line with grant conditions, outputs may have to be released under a Creative Commons licence. In other cases, data may not be made public due to the nature of the data and the agreements under which it was obtained — for example, where pseudonymised data from external organisations is used in research.

Confidentiality and Anonymity:

Protect confidential communications and information obtained during the course of the assignment. Where required, ensure anonymisation of records and research data.

Compliance with data protection laws in the countries where research is conducted is of vital importance. This applies to Sri Lanka, as well as any country where Consultants, research personnel, or research subjects (e.g. survey respondents, interview participants, or key informants) are located.

Even without such legal requirements, Consultants are expected to follow best practices that ensure data privacy, including ensuring privacy during transfer (e.g. using encrypted files, password-protected files with passwords shared separately through a different medium), and physical security of documents containing personal data or commercially confidential information.

Legality:

Consultants are expected to know and comply with relevant laws, regulations, institutional requirements, and governmental policies applicable to the assignment and the jurisdictions in which the research is conducted.

Human Subjects Protection:

Consultant	Client

When conducting research involving human subjects, minimise harms and risks and maximise benefits; respect human dignity, privacy, anonymity, and autonomy; take special precautions with vulnerable populations; and strive to distribute the benefits and burdens of research fairly.

Consultants must ensure that informed consent is obtained prior to the commencement of any research activities involving human subjects. In the case of participants who are unable to provide written consent, other appropriate forms of consent documentation should be obtained in accordance with ethical standards and applicable requirements.

Research participants should be provided with the conditions of participation in the research in their local language where appropriate. It should be clearly communicated that participation is voluntary and that participants may withdraw from the research at any point.

Respect for Intellectual Property:

Honour patents, copyrights, and other forms of intellectual property. Do not use unpublished data, methods, materials, or results without appropriate permission. Give proper acknowledgement or credit for all contributions to research.

Consultants are expected to ensure that all research outputs appropriately recognise intellectual contributions and comply with authorship, acknowledgement, and publication arrangements agreed with LIRNEasia.

Plagiarism:

Plagiarism is the act of passing off somebody else’s ideas, thoughts, pictures, theories, words, data, or work as your own. If a researcher plagiarises the work of others, they bring into question the integrity, ethics, and trustworthiness of the entirety of their research. In addition, plagiarism is an unethical practice and may constitute a violation of intellectual property rights.

Plagiarism takes many forms. On one end of the spectrum are instances where individuals intentionally take a passage word-for-word and include it in their own work without properly crediting the original author. The other end consists of unintentional or careless paraphrasing and fragmented texts that are pieced together from several works without properly citing the original sources.

No part of the spectrum of potential plagiaristic acts is tolerated by the research community, and manuscripts or research outputs may be rejected if they contain any form of plagiarism, including unintentional plagiarism.

Plagiarism by a Consultant or personnel engaged under this assignment shall be considered a serious violation of research ethics. In the case of Consultants who are paid based on deliverables, LIRNEasia reserves the right to withhold approval or payment for deliverables that contain instances of plagiarised work.

Consultants are responsible for ensuring that appropriate checks are conducted on their outputs prior to submission. However, it should be noted that plagiarism detection tools are only a minimal check or starting point, and responsibility for ensuring originality and proper attribution remains with the Consultant.

Responsible Publication:

Publish in order to advance research and scholarship, not solely to advance individual interests. Avoid wasteful and duplicative publication.

Consultant	Client

LIRNEAsia strives to ensure that its research outputs reach the widest possible audience and actively supports open access publication where appropriate. Some funders may require open access publication or Creative Commons licensing. Others may allow publication in any outlet, provided that the outputs can be made openly accessible in accordance with applicable agreements.

Consultants must comply with publication, acknowledgement, authorship, and dissemination requirements agreed with LIRNEAsia and its funders.

Responsible Mentoring:

Where applicable, help educate, mentor, and advise aspiring researchers and policy professionals. Promote responsible research practices and support others involved in the research process.

Social Responsibility:

Strive to promote social good and prevent or mitigate social harms through research, public education, and engagement.

Non-Discrimination:

Avoid discrimination against colleagues, research participants, stakeholders, or any individuals involved in the assignment on the basis of sex, race, ethnicity, disability, or other factors unrelated to scientific competence and integrity.

Competence:

Maintain and improve professional competence and expertise through continued learning and engagement; take steps to promote competence and quality within research activities.

Child Safeguarding:

LIRNEAsia will abide by all child welfare and protection legislation in the jurisdictions where research is conducted. All Consultants and personnel engaged under LIRNEAsia-supported assignments are prohibited from engaging in any activity that could lead to child abuse, exploitation, or neglect. All sexual activity with someone under the applicable age of consent is considered sexual abuse.

All projects that involve work with children should take into consideration child safeguarding in project planning and implementation to determine potential risks to children associated with project activities and operations. Appropriate measures must be applied to reduce the risk of child abuse, exploitation, or neglect, including but not limited to limiting unsupervised interactions with children; prohibiting exposure to inappropriate materials; and complying with applicable laws, regulations, or customs regarding photographing, filming, or other image-generating activities involving children.

All Consultants and individuals engaged in research activities involving children should be made aware of safeguarding requirements and procedures for identifying and reporting incidents of child abuse, exploitation, or neglect prior to the commencement of relevant activities.

If Consultants engage third-party vendors, research assistants, enumerators, or other individuals for activities that involve direct contact with children, appropriate child-safe screening procedures must be followed in accordance with applicable requirements.

Consultant	Client

It is mandatory for Consultants and personnel engaged under this assignment to report any incidents or concerns relating to child abuse, exploitation, or neglect encountered in the course of their work immediately to LIRNEasia. LIRNEasia will review reported matters and take appropriate action. If allegations prove credible, relevant authorities may be notified where required.

Safeguarding:

In addition to specific requirements for safeguarding of children, the following general safeguarding principles apply:

- Prevention: Taking proactive action to stop abuse, exploitation, harassment, discrimination, or neglect before it occurs.
- Protection: Providing support and appropriate responses for those at risk or affected by harm. This involves having clear processes to report concerns, identify risks, and take timely action to prevent harm from escalating.
- Partnership: Working collaboratively between organisations, funders, clients, vendors, consultants, and other stakeholders to ensure safeguarding principles are followed. Sharing relevant information appropriately supports coordinated and effective responses to safeguarding risks.
- Accountability: Maintaining transparency and clear roles regarding safeguarding responsibilities. Everyone involved in the assignment is responsible for their actions and for following established ethical and safeguarding requirements.

Consultant	Client

Appendix D: Policy on the Use of AI for Consultants

1. Purpose

This policy establishes guidelines for the responsible, transparent, and ethical use of generative AI tools by researchers, consultants, and interns at LIRNEasia. The goal is to harness the productivity and innovation benefits of generative AI while safeguarding research integrity, data privacy, and organizational reputation.

2. Scope

This policy applies to all individuals working at, at, with, or on behalf of LIRNEasia who use generative AI tools (e.g., ChatGPT, DALL·E, Copilot, Claude, Bard, etc.) for tasks related to research, communications, administration, business development and other professional activities.

3. Definition of Generative AI

Generative AI refers to a class of artificial intelligence systems that are designed to create new content—such as text, images, audio, video, or code—by learning patterns from large datasets or responding to user prompts. These systems use machine learning models, particularly deep learning architectures, to generate outputs that resemble human-created content. This includes, but is not limited to:

- Large Language Models (LLMs) like GPT, which generate human-like text.
- Text-to-Image generators such as DALL·E or Midjourney.
- Code generation tools like GitHub Copilot.
- Video & Animation Generation Tools such as Pika Labs
- Audio & music generation tools such as Brev AI and Musicfy

Generative AI systems can operate in two main ways:

- Prompt-based generation: Producing content in response to user input.
- Training-based generation: Creating content based on patterns learned from training data.

4. Guiding Principles

LIRNEasia's use of generative AI tools shall be governed by the following principles:

a. Transparency

- Disclose when generative AI tools have been used to create any part of the output.
- In research outputs, specify how and where AI tools were used.

b. Accountability

- Human users remain responsible for all outputs generated using AI.
- Generative AI tools must support, not replace, human expertise, judgment, or critical review.

c. Research Integrity

- AI-generated content must not be passed off as the researcher's own work
- AI must not be used to create data, citations, quotes etc.

5. Data Privacy and Security

- Do not input sensitive, or confidential or proprietary, or personally identifiable information data into generative AI tools unless the tool complies with relevant data protection standards and has been approved by LIRNEasia and is in accordance with the privacy/data protection related laws in Sri Lanka and the country relevant (there relevant country could be where the research subject is naturally present, or where the activity took place).

Consultant	Client

6. Acceptable Use Cases

Generative AI tools may be used for the following activities, and must be verified with human oversight:

- Creating an initial list of documents to read after reading the most influential work (minimum 1) when researching a new area of study. If the researcher is using any of the documents in the list created by the AI tool, the original text must be accessed and read.
 - Create an initial summary of content (e.g. papers, reports, blogs etc) that LIRNEasia researchers have either read or able to verify the quality and authenticity of. The researchers must ensure the summaries reflect content the original content and augment the summaries with further supplementary information.
 - Brainstorming or idea generation during research design or communication planning.
 - Generating initial illustrative content or visual aids (e.g., diagrams, charts, graphics, infographics) with attribution and accuracy checks. Any AI generated content must be vetted by a manager and changed as required.
 - Using as a starting point to validate information and data provided by others. To complete the validation process, the source documents need to be located and read.
- Any use cases not mentioned above must be discussed with a manager or supervisor.**

7. Prohibited Use Cases

The following uses of generative AI are **not permitted**:

- Generate entire research outputs such as data, statistics, reference lists, literature reviews, research papers, policy briefs, reports etc without human authorship and review.
- Generate lists of referenced work, citations or sources that has not been verified by the researcher and or not included in the main text leading to deceptive or misleading content.
- Submit AI-generated content internally and externally (even within acceptable use cases) without disclosure.
- Use of AI tools to store, process, and/or analyze personal, confidential, proprietary or sensitive data without explicit consent.
- Create content to impersonate individuals or organizations, including deepfakes.
- Circumvent peer review or academic integrity standards.
- Use of AI tools as the **only** source to validate information and data provided by others. To complete the validation process, the source documents need to be located and read.

8. Transparency, Disclosure and Attribution

- All internal outputs that incorporate AI-generated content must include a disclosure statement (e.g., “Portions of this document were generated with the assistance of an AI tool”).
- Staff must document when and how AI tools were used in the research process. The reporting format is given in Annex A of this document.
- When AI-generated content is modified and validated by a human, in ALL cases, the final responsibility will be on the human who created the output.

9. Tool Approval and Evaluation

- LIRNEasia will maintain a list of approved Gen AI tools. If LIRNEasia researchers, consultants, and interns require the use of an AI tool not in the approved list, then staff must request approval from their supervisor before using new tools not on the list.

Consultant	Client

10. Training and Capacity Building

- LIRNEasia will provide regular training on responsible AI use including:
 - Understanding AI tool capabilities, limitations, and biases.
 - Evaluating AI-generated content and risk mitigation.
 - Ethical considerations in research and communication.

11. Monitoring and Compliance

- Usage will be periodically reviewed to ensure compliance. Researchers may be asked to provide proof that they have complied with the policy
- Violations of this policy may result in disciplinary action, including revocation of tool use as appropriate or other consequences consistent with organizational HR policies.

12. Policy Review

- This policy will be reviewed annually or as needed to reflect technological, legal, and organizational changes.

13. Questions and Reporting Concerns

All questions, tool approval requests, and reports of misuse should be directed to a designated contact.

Annex D1: Disclosure of the use of AI tools at LIRNEasia

Declaration: Portions of this document were generated with the assistance of an AI tool

AI tools used:

Details of how the AI tools were used:

Consultant	Client