Kingdom of Saudi Arabia

Ministry of Education

King Faisal University

International Cooperation & Knowledge

Exchange Administration

المملكة العربية السعودية

وزارة التعليم

جامعة الملك فيصل

إدارة التعاون الدولي والتبادل المعرفي



**Service Contract**

Service contract between KFU and Foreign University

**IPF 8**

**Between King Faisal University (KFU) Hofuf, Alhssa 31982, Saudi Arabia**

**And**

**University of ……………………..,** (ADDRESS)

This contract is made between:

King Faisal University (KFU), College / Institute/ Research Center/ Department ………., Alhssa 31982, Saudi Arabia, (first party), represented in the signing of this contract by the Rector Dr. Mohammed A. Al-Ohali, and The University of ……………, College / Institute/ Research Center/ Department ………., PO Box ……, (ADDRESS), (second party) represented in the signing of this contract by the Rector ……………..

**Background**

A: The parties have collaborated in the preparation and development of the project proposal for the NAME OF THE PROJECT

B: The parties have agreed to undertake the project in accordance with the terms and conditions of this contract.

In this contract:

No rule of construction applies to the disadvantage of the party that drafts this contract on the basis that the party suggested the relevant drafting.

**Research Abstract:**

**………………………………………………………………………………………………………………………**

**Article 1. Introduction and contract attachments**

The introduction and contract attachments are an integral part of this contract. Contract attachments are the following:

1. Proposal of the project "NAME OF THE PROJECT”
2. CVs of (TITLE & NAME), PI of (NAME OF College / Institute/ Research Center/ Department)……….., KFU, and (TITLE & NAME), PI of (NAME OF College / Institute/ Research Center/ Department) ………………….,university of ……….

**Article 2. First party obligations**:

The First Party hereby undertakes to carry out the following tasks:

**1-**

**2-**

**.**

**.**

**.**

**Article 3. Second party obligations:**

The second party hereby undertakes to carry out the following tasks:

**1-**

**2-**

**.**

**.**

**.**

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**Article 4. Duration of contract execution**

The second party shall execute the contract during (…..) years period starting from the date of signing this contract.

**Article 5. Overall cost**

Overall cost of the contract is the amount of ………… (SR) in exchange for the full execution by the second party of the tasks set in the Article (2) of this contract on the specified date. The amount shall be paid on four installments as follows:

First installment is ………. SR paid on ………

Second installment is ……….SR paid on ……….

Third installment is ……….SR paid on ……….

Fourth installment is ……….SR paid on ……….

The second party shall pay the fees for the all taxes for income department, Kingdom of Saudi Arabia.

**Article 6. Liability**

The first party has the right to financially penalize the second party, in case of a delay in fulfilling what required on the specified date following the contract and its conditions. The rate of reduction shall be 5% of the contract cost for every one-month delay under the time plan submitted by the second party.

**Article 7. Termination**

The first party may terminate the contract if the second party violates one of the articles of this contract, if the latter is notified in writing of the necessity of executing the agreement in accordance with its items within 30 days from the notification date unless the second party submits justification for the delay acceptable to the first party.

**Article 8.The Project**

1-Participation: Each party must actively participate in the project including meeting that party’s responsibilities outlined in the research proposal.

2- Reasonable steps: Each party must exercise due care and skill in carrying out the project and take all reasonable steps to minimize delay in completing the project.

3-Ethical approvals: Each party must ensure that it obtains, maintains and complies with all ethical clearances and regulatory approvals necessary or desirable to carry out the project during the term.

4-Accountability: The second party shall ensure that the financing paid to it by the first party under article 5 of this contract is used for the execution of the project.

5-Acknowledgement: The two parties acknowledges and agrees that:

A. the project involves research.

B. the nature of research means that the project may not result in any outcome, product or commercial intellectual property rights.

 6- Availability of Specified Personnel

Each party will make the specified personnel available to perform the project at times and with the resources specified in the proposal. Each party agrees that, if any specified personnel of that party becomes unavailable to work on the project as defined in the proposal, then that party must:

A. immediately notify the other party of that unavailability.

B. replace that specified personnel with personnel, which have:

C . the time commitment, qualifications and competency to perform the assigned tasks;

D. similar expertise and ability to those of the specified personnel they are to replace;

F. notify other party of the name and qualifications of the replacement personnel within 14 days of the replacement.

7-Reporting

A. Second Party must endeavour to provide a progress report to the KFU at the times specified in the following:

* First progress report must be submitted after six months from commencement date.
* Second progress report must be submitted on after 12 months from commencement date.
* Third progress report must be submitted after 18 months from commencement date.
* Fourth progress report (final report) must be submitted after 24 months from commencement date.
* The second and third installment for the budget will not pay before receiving the previous progress report.
* The fourth installment for the budget will not pay before receiving the final report to the KFU within two months of the end of the term.

\*(The number of progress reports depend on contract duration)

**Article 9. Intellectual Property Rights (IPR) Ownership**

**A. Ownership:**

1. The intellectual property rights (**IPR**) over products and results generated in the course of undertaking this project (**Project IPR**) will be owned 60% by the First Party and 40% by the Second Party.

2. Unless otherwise agreed in writing by the parties, each party assigns its right, title and interest in the project IPR to the other party from the date such project IPR is created to the extent necessary to give effect to article (9-1) of this contract.

3. Each party must promptly take all other steps necessary to give effect to the ownership structure contemplated by article (9-1) of this contract.

**B. Warranty:**

Each party represents and warrants to the other party that it will not generate any project IPR under this contract that infringes the IPR of any third party.

**C. Notice of allegations of infringement**

Each party must give the other prompt notice of any allegation that the use of project IPR infringes the IPR of any third party.

**D. Licence**

Each party grant to the other a worldwide, non-exclusive, non-transferable, sub-licensable, irrevocable royalty-free license to use:

1. The project IP for the performance of the project under this contract;
2. Non-commercial research and education activities both during and after the term of this contract in perpetuity.

**Article 10. Confidentiality**

Each party must:

1. Keep the confidential information of the other party confidential;
2. Not use or copy the confidential information of the other party for any purpose other than to perform the project;
3. Not disclose the confidential information of the other party to any third party;
4. Not use the confidential information of the other party to the disadvantage of the other.

**Article 11. Publication**

1. Both parties acknowledge that each party may publish and otherwise disclose the results of the project in its discretion after obtaining other party consent (such consent not to be unreasonably withheld or delayed).
2. Both parties must acknowledge the contribution of each party in any publications directly relating to the results of the project.
3. In any paper related to the project, first author, corresponding author and place of work must be agreed on by PIs in first party and second party before the publication.
4. Each party must not use any trademark or logo of the other party without the other party’s prior consent to the specific use.

**Article 12. Injunctive relief**

Each party acknowledges and agrees that:

If that party breaches this clause concerning another party’s confidential information, then that other party may suffer loss or damage because of that breach, for which monetary remedies would not be adequate, then that other party may seek injunctive relief, including an injunction restraining that party from committing any breach of this agreement. With the necessity of proving that, any actual loss or damage has been sustained or is likely to be suffered by that party.

**Article 13. Governing Law and Jurisdiction**

Regulations and laws in force at Saudi Arabia (King Faisal University) will govern this contract. If any dispute may arise during the execution of this project, and both parties failed to solve it by good well and mutual understanding, Independent panel will be assign to solve this dispute and its verdict will be biding.

**Article 14. Legal argument of the Language**

The Arabic language shall have the same Legal argument as that of the English language when there is disagreement in the interpretation or drafting of the terms of the contract

**Article 15. Copies**

The contract is made in Arabic and English language of four original copies, one of which language is given to each party immediately upon signing it to act under it.

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| --- | --- |
| **First Party** | **Second party** |
| **Rector of King Faisal University** | **Rector of the University of** …………. |
| **Dr. Mohammed A. Al-Ohali** | **Professor** …………. |
| **Date** | **Date** |