



Regulatory Controls for Visiting Professor Program at King Faisal University 2022 G / 1443 H

Issued by King Faisal University Council Decree in its 6th session for the academic year 1442/1443, held on Wednesday, 29/07/1443H and approved by His Excellency the Minister of Education under the letter of His Excellency the Secretary General for the Universities Affairs council No. (1/4300988657) dated 22/10/1443 H and the letter No. (4301151228) dated 30/11/1443H.

Article (1) Definitions :

The following words or phrases wherever mentioned in this regulation shall have the meaning ascribed thereto hereunder :

- 1/1: **Kingdom** : The Kingdom of Saudi Arabia.
- 1/2: **Ministry** : The Ministry of Education.
- 1/3: **University** : King Faisal University.
- 1/4: **Authorized Person** : King Faisal University President or whomever delegated by him.
- 1/5: **Administration**: International Cooperation and Knowledge Exchange Administration.
- 1/6: **Concerned Party**: The College, Department, Research Center, or Supporting Deanship applying to benefit from the Visiting Professor Program at King Faisal University.
- 1/7: **Regulations**: Regulations for Visiting Professor Program at KFU
- 1/8: **Program**: Visiting Professor Program at KFU
- 1/9: **Visiting Professor**: A Saudi or non-Saudi scholar or academic at a university or research institution inside or outside the Kingdom visits King Faisal University to carry out research or teaching tasks or provide consulting expertise in his field of specialization
- 1/10: **Wage**: Actual wage, including all allowances and compensation
- 1/11: **Allowances**: The sum of money – other than salaries – that is disbursed in a percentage or as a fixed payment.
- 1/12: **Duration**: It is determined in days, weeks, and months according to the Gregorian calendar unless otherwise indicated
- 1/13: **University Facilities**: All facilities and services at KFU
- 1/14: **Qualifications**: Accredited academic or professional degrees obtained by the visiting professor
- 1/15: **Country**: The country of nationality of the visiting professor. The State in which he resides at the time of contracting may be considered his residence.

Article (2) Program Categories:

The provisions of these regulations shall apply to the visiting professor at King Faisal University from inside and outside the Kingdom of scholars and academics who hold scientific and professional degrees recognized globally.

Article (3) Terms of Contracting on the Program:

- 3/1: Visiting professors must be medically fit.
- 3/2: Visiting professors should be distinguished in their fields and with good international reputation.
- 3/3: Visiting professors must be fully dedicated to serving the university during the contracting period.

Article (4) Visiting Professor Selection Criteria :

The attraction and contracting with visiting professors are to be done in the light of the following criteria:

4/1: Scientific Rank:

- 4/1/1: To be a scholar or researcher who holds a Ph.D. (Professor or Associate Professor).
- 4/1/2: It is possible to contract with scientists, specialists or researchers who do not have the scientific degree referred to in the previous item provided that they have rare or modern specialties upon a recommendation by the concerned party and the approval of the authorized person.

4/2 Contribution of the candidate to the development of his field of specialization:

- 4/2/1: Having the experience in developing Academic or Scientific programs in his/her field of specialization
- 4/2/2: Excellence in scientific publishing in high-ranking international scientific journals according to (ISI) or (Scopus) standards.
- 4/2/3: Excellence in scientific works, writing textbooks, and scientific research
- 4/2/4: Writing textbooks or reference books in the literary and humanitarian fields

4/3 Scientific Reputation:

- 4/3/1: Obtaining a patent, scientific innovation, or outstanding contribution to his field of specialization
- 4/3/2: Obtaining scientific awards at the local, regional or international level

Article (5) University Obligations:

- 5/1: The financial dealings with the contractor on the visiting professor program at KFU are carried out in accordance with the contract concluded between the parties in accordance with the regulations in force.
- 5/2: The visiting professor is granted round-trip travel tickets (from and to the home or place of residency) according to the regulations in force. The Deanship of Faculty Affairs grants tickets.

Article (6) Visiting Professor Duties and Responsibilities:

The visiting professor shall have a direct relationship with the department, college, or research center to which he provides his/her academic or research services, and he must abide by the duties and responsibilities concluded in the contract between him/her and the university, which may include the following:

- 6/1: To convey to his students the latest findings of science in his/her field of specialization and instill in them the love of science and knowledge and sound scientific thinking.

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- 6/2: To actively participate in the community service activities carried out by the department, college, or the university.
- 6/3: Working with faculty members at the university as a researcher.
- 6/4: Participate in teaching undergraduate and postgraduate courses offered by the university.
- 6/5: Guiding and orienting postgraduate students
- 6/6: Proposing research projects and providing consultations
- 6/7: Proposing joint research agreements and academic programs between the university of which the visiting professor belongs to and KFU.

Article (7) Participations outside the University:

- 7/1: The visiting professor may participate in a conference or scientific symposium upon the approval of the university president based on a recommendation of the concerned council without any financial obligations on the university, and the university shall bear the expenses of the conference or symposium if his/her attendance or participation is mandated by it.
- 7/2: The visiting professor shall not perform any works or tasks to any other parties outside the university without the approval of the university president.

Article (8) Intellectual Property:

- 8/1: All intellectual property for all scientific, artistic or technical works that may result from the agreement between the two parties, even if the achievement, completion, analysis or submission of this production requires a period that exceeds the contract period and according to the agreement between the two parties shall be owned by King Faisal University.
- 8/2: The works referred to in the previous item shall include - but not limited to - papers, reports, scientific and technical research of all kinds, patents, commercial products, training programs, academic programs, and the development and creation of electronic programs.
- 8/3: The University guarantees its right to intellectual property by putting the name and logo of the university on those works detailed in the item. The formula of acknowledgement published by the Deanship of Scientific Research must be used at the end of each work.

Article (9) Translation:

This contract may be translated to other foreign languages and in case of any dispute between the translated text and the Arabic version, the Arabic version shall prevail.

Article (10) Disputes:

The parties shall endeavor to settle amicably any dispute arising under, out of or relating to this Agreement. In case of failure to solve this dispute amicably, disputes shall be finally settled by the relevant court inside the kingdom of Saudi Arabia or as the parties agree upon.

Article (11) Visiting Professor Contract and Leaves:

11/1 : Visiting Professor Contract:

11/1/1: Contract Duration: The contract is concluded for a period not exceeding six Gregorian months, and the authorized person may, in exceptional cases, approve a period longer than that based on the recommendation of the Department Council and the approval of the College Council and the Standing Committee for International Cooperation and Knowledge Exchange, provided that the beginning of the contract is in accordance with the following :

11/1/1/1: Contracting from within the Kingdom: In this case, the contract period starts from the day on which the visiting professor applies to actually start his work.

11/1/1/2: Contracting from outside the Kingdom: In this case, the contract period starts from the day that the contractor leaves his country taking the shortest possible route, provided that the trip shall not exceed three days.

11/1/2: Contact Extension: Contact duration may be extended in the same terms as the previous one upon the approval of the parties and the approval of the authorized person. The extension request should be submitted before the end of the contract by a period of not less than two weeks.

11/1/3: Cancellation of the Contract: The authorized person has the right to cancel the contract without any responsibility incurred by the university if the visiting professor does not start his work within fifteen days from the date specified for starting.

11/1/4: Termination of the Contract: The contract shall be terminated before the expiry date in the following cases:

11/1/4/1: Accepting the termination request submitted by the visiting professor.

11/1/4/2: The insistence of the visiting professor on the request to terminate the contract even though the university did not accept the request.

11/1/4/3: Absence from work without a legitimate excuse accepted by the university for a period exceeding (3) continuous days or

(5) separate days, and the visiting professor is considered in this case insisting on terminating the contract without the university's approval

11/1/4/4: If the concerned department submitted report proving that the visiting professor is incompetence or his level is declined.

11/1/4/5: If the Sick Leaves exceeded the days stipulated in item (11/2/1) in this regulation. In this case, return tickets will be issued to the contracting party, and the amounts that have been paid to him shall not be recovered, nor shall the amounts due by law be paid to him.

11/1/4/6: the visiting professor is not eligible for the return ticket if his contract is terminated in accordance with the above mentioned paragraphs (2, 3, and 4).

11/1/4/7: The authorized person may, in exceptional cases at his discretion, exempt the visiting professor from some or all of the expenses resulting from the cancellation or termination of the contract in accordance with the provisions of this article.

11/2: Visiting Professor's Leaves:

11/2/1: Sick leave: as determined by the medical authorities, with a maximum of three (3) days. In cases that require sick leave periods exceeding (14) days, the university may terminate the contract in accordance with Article (11/1/4/5) of this regulation.

11/2/2: Temporary Leave: The contractor may be granted a temporary leave when necessary so that it does not exceed five (5) days without affecting the performance of the tasks of his agenda, and in this case, the contractor does not receive any material compensation or travel tickets

11/2/3: Weekly leave: The visiting professor enjoys a weekly leave according to the applicable laws in the Kingdom, and the authorized person has the right to modify the date of the weekly leave according to work requirements.

11/2/4: Regular leave: The visiting professor does not deserve any regular leave during the contracting period.

11/2/5: Exceptional leave: The visiting professor is not entitled to any exceptional leave during the contracting period

11/2/6: Eid leaves: The visiting professor deserves the usual Eid leaves with full payment. The authorized person may cancel the Eid Al-Fitr and Eid Al-Adha Leave or part of them according to work requirements, provided that this cancellation shall be with the consent of the contractor, except in the case of necessity. In the event of cancellation of the leave, the contracting party shall receive compensation equivalent to its salary or its duration in accordance with the applicable law.

Article (12) : General Provisions:

- 12/1:** These regulations and their appendices are an integral part of the terms of the contract and employment referred to in Article (11/1: Visiting Professor Contract).
- 12/2:** The provisions of these regulations shall enter into force from the date of approval by the authorized person. With regard to valid contracts, they shall be applied upon renewing them.
- 12/3:** If the university contracts with the visiting professor for a period of less than a month (short visits), Leaves, financial entitlements, rights and duties is taken into account in proportion to the agreed contract period. In this case, the format of the forms and appendices attached to the controls shall be modified to suit them.
- 12/4:** Taking into account the rights acquired by visiting professors under the previous regulations, these regulations cancel all provisions that contradict them.
- 12/5:** The University Council and the University President may delegate some of their powers to whom they deem necessary.
- 12/6:** All of that is not specified in these regulations shall be subject to the laws of the Higher Education Council and its regulations, in addition to the regulations, orders and decisions in force in the Kingdom.
- 12/7:** The visiting professor is subject to the duties and responsibilities stipulated in the university's regulations in all that is not mentioned in these controls. Where there is no provision for these controls, the provisions contained in the Civil Service Law and the Executive Regulations for Human Resources shall apply.
- 12/8:** The administration of International Cooperation and Knowledge Exchange shall supervise the process of implementing these controls in coordination with the relevant authorities
- 12/9:** The University Council has the right to interpret these regulatory controls in a manner that does not conflict with other laws and regulations
- 12/10:** The Deanship of Academic Staff Affairs at the university shall manage all financial matters in accordance with the regulations
- 12/11:** The annexes attached to these controls and forms referred to wherever they appear and the amendments thereto are considered an integral part of them, including the digital transformation processes.
- 12/12:** The visiting professor shall abide by the laws, regulations and instructions in force in the Kingdom, and he must respect the customs and traditions observed in the Kingdom and not prejudice religion or interfere in political affairs.
- 12/13:** The visiting professor is obligated to make the necessary insurance against medical errors in accordance with the regulations in force applied on his peers in the same specialty and in accordance with the directives of the Saudi Commission for Health Specialties in this regard
- 12/14:** It is prohibited to assign a visiting professor to administrative positions. However, this shall not include chairing or being a membership in some committees or work teams that are formed to accomplish work related to the visit program.