

RESEARCH ADVISORY COUNCIL

CONSULTING AGREEMENT

NOTE: The following model consulting agreement is intended to address issues which are typically of concern to commercial firms when engaging consultants or scientific advisors. The model agreement addresses the basic requirements of conflicts of interest and commitment issues. In addition, it contains provisions which, although not always required by institutional policy, are consistent with general sound policies. Whether any additional provisions are included in a given consulting agreement will, of course, depend upon the nature of the consulting relationship.

This Agreement is made by and between _____ (the “Company”), a corporation organized under the laws of _____ with principal offices located at _____ and _____ (the “Consultant”) whose address is _____.

During the term of this Agreement, the Company will retain the Consultant to render advisory and consulting services to the Company with respect to _____ (“the Field”) and with respect to the Company’s research programs in the Field. The Consultant agrees to make consultative visits, from time to time, to the Company, at such times as may be requested by the Company and mutually agreed upon in advance. The Consultant will not be expected to provide on average, more than _____ days per month in service pursuant to this Agreement.

This Agreement will become effective as of _____, will continue in effect until _____ and may be extended for additional periods upon the mutual written agreement of the parties.

The Company will pay consulting fees to the Consultant at the rate of SR: _____ (SR _____) per (day)(month) plus reimbursement for reasonable travel, lodging, and other related expenses incurred by the Consultant in the course of performing services pursuant to this Agreement. Payment of fees and reimbursement of expenses will be made promptly upon the submission of vouchers in a form acceptable to the Company.

The Consultant has advised the Company that he/she is a member of the staff of _____ (_____). The Consultant represents that he/she is available to do the work under this Agreement and that the work will not detract from his/her research, teaching, administration or clinical service to _____, involve inappropriate or significant use of resources of _____, or otherwise conflict with his/her obligations to _____.

It is understood that in providing services under this Agreement, the Consultant will function as an independent contractor and not as an employee or agent of the Company. It is further understood that the Consultant is not acting as an employee or agent of _____ in performing services under this Agreement.

The Consultant has advised the Company that he/she is subject to various _____ policies, including the _____ Intellectual Property Policy. Under this policy; _____ retains rights in intellectual property made by the Consultant within the scope of his/her _____ employment (including work under grants or contracts between _____ and third parties) or made using any significant _____ resources, including funds, space, personnel or facilities. (A copy of the policy will be furnished to the Company upon request.) The Consultant is required to disclose to _____'s Research Advisory Council (RAC) all intellectual property made by him/her. It is understood that this disclosure obligation is necessary in order for _____ to carry out its mission and to ensure compliance with its obligations to sponsors of research at _____.

The Consultant agrees to disclose promptly to the Company any patentable inventions made by him/her in the performance of his/her consulting services pursuant to this Agreement.

It is understood and agreed that any and all patentable inventions made by the Consultant during the term of this Agreement as a direct result of consulting in the Field for the Company and which are not subject to a claim of rights by _____, pursuant to the Intellectual Property Policy, shall be the property of the Company.

Upon request of the Company, the Consultant will promptly execute all applications, assignments or other instruments which the Company reasonably deems necessary or useful in order to apply for patents in Saudi Arabia and foreign countries for inventions that are the property of the Company. It is understood that the Company will bear the cost of any such patent filing and prosecution.

To enable the Consultant to carry out the consulting services for the Company, certain information which is confidential and/or proprietary to the Company may be disclosed to the Consultant. The Company will designate in writing all such information which it considers confidential and/or proprietary. The Consultant agrees not to disclose information so designated to persons outside the Company or to use such information for purposes other than consulting for the Company, without the prior written permission of the Company.

The Consultant's obligation concerning confidentiality and limited use will continue during the term of this Agreement and for three (3) years after its termination but will not apply to any information which (a) is or later becomes publically known under circumstances involving no breach of this Agreement by the Consultant, (b) was already known to the Consultant as evidenced by his/her written records, or is lawfully disclosed to the Consultant by a third party free of restrictions on disclosure. The confidentiality obligations of the Consultant will not preclude disclosure pursuant to a valid subpoena, court order or requirements of applicable law.

The Consultant will deliver to the Company such written reports of his/her findings, conclusions and recommendations developed in the performance of the consulting services as may be agreed upon by the parties. The Consultant may retain a copy of any such report delivered to the Company for his/her use.

It is understood that prior to publishing any work relating directly to consulting rendered under this Agreement, the Consultant will allow the Company sixty (60) days within which to review and comment on any proposed publication. The Consultant will not, however, be required to incorporate the Company's comments or otherwise to alter such publication, unless required by the confidentiality provisions set forth above.

Either party may terminate this Agreement by giving the other at least thirty (30) days' advance written notice of termination.

This Agreement will be governed by the laws of the Kingdom of Saudi Arabia.

This Agreement is the sole and entire agreement between the Consultant and the Company with respect to consulting services and supersedes all prior agreements and understandings with respect thereto. No change in the provisions of this Agreement will be binding unless in writing and signed by both the Consultant and a duly authorized representative of the Company.

EXECUTED as of the _____ day of _____ 20__

COMPANY
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By: _____ Authorized Signature: _____ Print Name: _____
Title: _____

CONSULTANT _____ approval (if needed)
By: _____ By: _____
Printed/typed name _____ Printed/Typed name: _____