**Memorandum of Understanding between the University of Tabuk in the Kingdom of Saudi Arabia and in the fields of …..**

Based on the principle of cooperation in the field of higher education and scientific research and strengthening the partnership between the University of Tabuk in the Kingdom of Saudi Arabia and ………….. (hereinafter referred to as the Parties), and with the desire of both parties to develop cooperation ties and enhance integration between them, in a spirit of mutual understanding and good intentions and in accordance with available capabilities and on the basis of equality, common benefit and mutual respect within the framework of the laws and regulations, in force in both countries, the two parties have agreed to the following:

**Article One**

This memorandum aims to **facilitate discussions between the two parties to ……. in ……. The two parties also intend to continue discussions, subject to reaching a mutual agreement on the final terms and conditions and each party obtaining the necessary internal accreditation, and concluding an official written agreement**, in accordance with their applicable regulations and laws, and in a way that serves the interests of both parties. **………….**

**Article Two**

The two parties agreed to cooperate - without limitation - in the following areas:

1. … .
2. **….**
3. ….
4. Any other field agreed upon by the two parties in a way that enhances scientific, academic and training cooperation, in accordance with the regulations and laws in force in the two countries.

**Article Three**

Forming a joint work team - in coordination with the heads of the Joint Coordination Committee - to carry out the following tasks:

1. Follow up on activating and defining the executive plans for the areas mentioned in Article (Two) of this memorandum.
2. Setting the terms, conditions and financial obligations of each party towards the other - if any - when the other party provides any services and following up on their implementation.
3. Discussing new joint cooperation aspects between the two parties, derived from their goals and competencies, in order to benefit from the services provided by each party.
4. Each party may appoint - in writing - a contact person to facilitate procedures and follow up on the cooperative activities to be implemented within the framework of this memorandum.

**Article Four**

Each party shall bear - according to its available capabilities - the financial costs resulting - if any - from implementing its obligations based on this memorandum, unless otherwise agreed upon.

**Article Five**

The two parties have the right to conclude independent programs or annexes within the framework of the memorandum, and they specify the activities they agree on, the method of participation for each party, its extent, financial aspects, and any other arrangements that may be necessary.

**Article Six**

Neither party may delegate or waive any of its rights or obligations contained in this memorandum without the written consent of the other party.

**Article Seven**

The two parties shall take the necessary measures to protect the intellectual property rights resulting from any activity or project within the framework of this memorandum, and it shall be the exclusive property of the party from which it was issued, unless otherwise agreed upon.

**Article Eight**

The provisions of this Memorandum are without prejudice to the obligations of the two parties arising from any other bilateral or multilateral treaties or international agreements.

**Article Nine**

Disagreements arising from the interpretation, application or implementation of the memorandum will be settled amicably through direct communications between the two parties. If an agreement is not reached, the dispute will be settled through diplomatic channels on both sides, and it may not be submitted to any court, authority, or any other body for settlement.

**Article Ten**

The two parties are committed not to use the information and documents exchanged between them except for the purposes stipulated in this memorandum designated for them in accordance with what they agreed upon in this memorandum, and each party undertakes not to transfer any of the information exchanged between them to a third party without the written consent of the other party. The ruling remains in effect even after the expiration or termination of this memorandum.

**Article Eleven**

1. The Arabic language is the language approved for the interpretation and implementation of this memorandum. However, in addition to the Arabic language, the two parties may use one of the foreign languages in the annexes and correspondence related to it.
2. All obligations of the parties in this memorandum will remain in effect if this memorandum becomes part of an executive program/joint cooperation, service contract, or subsequent or complementary implementation projects, and this memorandum is considered included in it unless explicitly stated otherwise.
3. Each party has the right to conclude memorandums of understanding or similar agreements with other parties, provided that they do not conflict with the provisions of this memorandum.
4. This memorandum does not constitute a partnership or a joint project between the two parties or a commitment to anything other than what is stated in the memorandum.
5. Neither party is considered an agent, partner or representative of the other party. Neither party has the right nor does it have any authority or authority to conclude any agreement on behalf of or in the name of the other party or to impose any obligation or responsibility on it or to carry out any actions on its behalf without obtaining the prior written consent of the other party.
6. The signing of this memorandum does not entail any financial obligation.
7. In the event of any dispute regarding the interpretation or implementation of one of the provisions of this memorandum, it will be settled amicably within (90) days, and if this is not possible, the memorandum will be terminated.
8. The provisions of this Memorandum will remain in effect after the expiration or termination of this Memorandum.

**Article Twelve**

1. This memorandum will enter into force starting from the date of receipt of the last written notification exchanged between the two parties - through diplomatic channels - confirming the completion of the legal procedures necessary for its entry.
2. The duration of this memorandum is five Gregorian years, and it is automatically renewed for a similar period or periods, unless one party informs the other party in writing - through diplomatic channels - of its desire to terminate it or not to renew it at least six (6) months before the date specified for its termination.
3. This memorandum may be amended with the written agreement of both parties in accordance with the legal procedures followed by each of them, and the amendment shall enter into force in accordance with the procedures referred to in Paragraph No. (1) of this article.
4. In the event of the expiration or termination of this Memorandum, its provisions will continue in effect with respect to the programs and projects that arose under it, unless the two parties agree otherwise.

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| --- | --- |
| **On**  **University of Tabuk**  **In Kingdom of Saudi Arabia** | **On**  **….**  **in ….** |

**This memorandum was concluded in ....... on …/…/144… AH (…/…/202… AD) from two original copies in the languages: (Arabic and English, and the two texts are equally authentic.)**