

**COLLABORATIVE RESEARCH AGREEMENT
BETWEEN KING FAISAL SPECIALIST HOSPITAL & RESEARCH CENTRE-JEDDAH
(KFSH&RC-J)
AND**

This agreement is entered into to specify the terms and conditions under which King Faisal Specialist Hospital and Research Centre Jeddah Branch(hereinafter jointly referred to as KFSH&RC-J), having an address at P.O. Box 40047, Jeddah 21499 Saudi Arabia, and _____(hereinafter referred to as “_____”), having an address at _____, will participate in the conduct of a project entitled: “_____”

I. STATEMENT OF WORK:

KFSH&RC-J undertakes to conduct the research (“KFSH&RC-J RESEARCH STUDY”) described in the attached Exhibit A, “KFSH&RC-J Statement of Work”, and will furnish the facilities necessary to carry out such Research. _____ undertakes to conduct the research (“_____ RESEARCH STUDY”) described in the attached Exhibit B, “_____ Statement of Work”, and will furnish the facilities necessary to carry out such Research.

II. PERIOD OF PERFORMANCE:

The duration of this collaborative RESEARCH STUDY is expected to be _____ years following review and approval of the relevant institutional Research Review Committees.

III. TOTAL ESTIMATED COSTS:

The estimated costs of performance of the RESEARCH STUDY are reflected in Exhibit C (KFSH&RC-J Cost Estimate) and Exhibit D (_____ Cost Estimate). Each institution is responsible for covering their individual costs.

IV. PRINCIPAL INVESTIGATORS:

The KFSH&RC-J RESEARCH STUDY will be under the direction of _____ as Principal Investigator, who shall be responsible for the overall technical, scientific and programmatic aspects of the KFSH&RC-J RESEARCH STUDY as well as for the coordination of research performed at the various study centres participating in this project.

The _____ RESEARCH STUDY will be under the direction of Dr. _____, who shall be responsible for the overall technical, scientific and programmatic aspects of the _____ RESEARCH STUDY.

V. GENERAL PROVISIONS:

KFSH&RC-J and _____ both agree that their primary mission is advancement of knowledge and improvements in basic and clinical health care, and that the RESEARCH STUDY will be performed in a manner best suited to carry out that mission.

Both institutions shall, where appropriate, comply with the ICH GCP and GLP (Harmonised Tripartite Guideline for Good Clinical Practice, Good Laboratory Practice) as accepted by international guidelines.

VI. CHANGE OF PRINCIPAL INVESTIGATORS:

Each institution shall promptly advise the other if for any reason the Principal Investigator ceases to be available to work on the RESEARCH STUDY. If KFSH&RC-J and _____ cannot agree on a qualified replacement scientist, either party may terminate this Agreement on sixty (60) days written notice to the other.

VII. HUMAN SUBJECTS:

If Human Subjects are used in the conduct of the research, the protocol must be approved by the Institutional Review Board at the institution where such work is performed, and submitted to the other institution for ratification by its Institutional Review Board. Should the collaborating institution not have its own Institutional Review Board, it agrees to conduct this study under the rules and regulation of KFSH&RC-J guidelines.

VIII. LABORATORY ANIMALS:

The use of vertebrate animals in the conduct of research will comply with applicable portions of the Animal Welfare Act, and will follow the guidelines on Care and Use of Laboratory Animals.

IX. TERMINATION:

Either party may terminate this Agreement upon sixty (60) days written notification to the other. Termination or cancellation of this agreement shall not affect the rights and obligations of the parties accrued prior to termination, and to the clauses that by nature extend beyond the termination date of the agreement.

X. INVENTIONS AND PATENTS:

The determination of the rights of ownership and disposition of inventions resulting from the performance of the work under this RESEARCH STUDY and the administration of such inventions shall be in accordance with _____ policy, and written agreement between the two institutions.

“Inventions” shall include any patentable discovery or invention conceived or reduced to practice by KFSH&RC-J and _____ personnel in the course of the RESEARCH STUDY, including but not limited to processes, methods, formulas and techniques. Each institution shall own all rights in any inventions made solely by its own personnel. KFSH&RC-J and _____ shall jointly own all rights in any inventions made jointly by KFSH&RC-J personnel and _____ personnel or consultants which arise out of the RESEARCH STUDY.

Each party shall make prompt written disclosure to the other of the filing of any patent application on an invention made by them in the course of the RESEARCH STUDY.

Either party shall have the option to acquire, upon mutually agreeable terms, a royalty bearing, exclusive, worldwide license, including the right to sub-license, to make, have made, use, lease and sell products embodying or produced through the use of any invention owned solely or jointly by the parties. Said option must be exercised by written notice from one party to the other within six (6) months of the filing of a patent application. If either party elects to exercise its option to acquire an exclusive license on mutually agreeable terms within the prescribed time period, the parties agree to negotiate license terms in good faith. All such negotiations including the execution of an agreement shall be completed within six (6) months of exercise of said rights.

Any license agreement granted pursuant to this agreement shall be subject to KFSH&RC-J Patent Policy.

XI. PUBLICATIONS AND REPORTS:

The Principal Investigators are encouraged to jointly publish the results of their research. KFSH&RC-J and _____ support of the research should be acknowledged, and Reprints should be furnished to the investigators at both institutions as well as to the KFSH&RC-J Office of Research Affairs.

Unless otherwise requested by the Institutional Review Committees, Progress reports are due 12 months after the effective date of the project, and on each anniversary date thereafter. Final reports are due thirty (30) days after termination of the project.

All reports must be submitted to the KFSH&RC-J Research Advisory Council for review, comments and continued approval by the appropriate committee(s).

XII. COPYRIGHT:

Either party, in consultation with each other, is free to arrange for copyright when publications or similar materials are developed from work under this Agreement.

XIII. INDEMNIFICATION:

Each party shall defend, indemnify and hold harmless the other against any and all liability, damage, loss or expense that may be incurred or imposed upon them in connection with any claim, suit, demand, action or judgment arising out of the negligence, willful misconduct or legal wrong-doing of the other. Each party agrees to give the other immediate notice of any claim, action or suit in any way connected with activities under this Agreement.

XIV. CONFIDENTIALITY OF INFORMATION/MATERIAL:

Either party may wish, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other. Both Principal Investigators agree to make reasonable efforts to maintain the confidentiality of any proprietary information received from each other, except for information that:

1. was already known to the Investigators as evidenced by his/her written records;
2. is or later becomes publicly known under circumstances involving no breach of this agreement by the Investigators;
3. is lawfully disclosed to the Investigator by a third party free of restrictions upon disclosure.

Neither party shall be liable for monetary damages claimed in connection with any disclosure or distribution of confidential information or research materials, unless such disclosure or distribution results from the investigators gross negligence or willful disclosure.

XV. PUBLICITY:

Neither party shall use the name of the other party or of any investigator in any advertising or promotional material without the prior written approval of the other.

XVI. INDEPENDENT CONTRACTOR:

For the purpose of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided herein or authorized in writing.

XVII GENERAL:

This agreement may not be assigned by either party without the prior written consent of the other party.

This agreement constitutes the entire and only agreement between the parties relating to the RESEARCH STUDY and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representative of the parties.

Any notice required by this agreement shall be sufficiently given if sent in writing by prepaid, first class, certified or registered mail, return receipt requested, addressed in the case of KFSH&RC-J to:

*Attention: Dr. Jamal Zekri
King Faisal Specialist Hospital & Research Centre-Jeddah
Deputy Executive Director
Research Center MBC – J04
P O Box 40047
Jeddah 21499
Kingdom of Saudi Arabia*

Or in the case of COLLABORATOR to:

or at such other addresses as may be designated by notice given from time to time under the terms of this provision.

This agreement shall be construed and enforced in accordance with the laws of Saudi Arabia. Each of the parties hereby submits to the jurisdiction of the Kingdom of Saudi Arabia with respect to any claim, suit or action in law or equity arising in any way out of this Agreement or the subject matter here of.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

KING FAISAL SPECIALIST HOSPITAL & RESEARCH CENTRE

By: _____ Date: _____

Authorized Representative
JAMAL ZEKRI, MD
Deputy Executive Director
KFSH&RC(Gen.Org.)-Jeddah Branch

By: _____ Date: _____

Principal Investigator

By: _____ Date: _____

Printed Name: _____
Title: _____
Authorized Representative

By: _____ Date: _____

Principal Collaborative Investigator

Exhibit A – KFSH&RC-J Scope of work

(needs to be filled in – take info from proposal – specify what will be done at KFSH&RC-J)

Exhibit B – _____ Scope of work

(needs to be filled in – take info from proposal – specify what will be done at _____)