**(Appendix: 3)**

 CONSULTANCY SERVICES AGREEMENT

THIS Agreement is entered into on *Click here to enter a date.* by and between:

* Dhofar University, P.O. Box: 2509, Salalah 211, Sultanate of Oman, represented by its Deputy Vice Chancellor for Academic Affairs and Research (DVC) *Click here to enter name* (hereinafter referred to as the (Consultant)

and;

* The *Click here to enter name* (hereinafter referred to as the (Client), with its principle place of business at *Click here to enter address*
* Both the Consultant and the Client will be herein after referred to as “Parties”.

**WHEREAS:**

The Client wishes to engage the Consultant to provide Services as described in the Consultancy proposal (Attachment 1) viz. *Click here to enter text.*;

and;

The Consultant has the necessary knowledge, experience and expertise to provide the required Services and has agreed and accepted to perform the Services;

Now, therefore, both Parties agree as follows:

**Article 1- Term of the Agreement**

This Agreement shall come into force as of *Click here to enter a date.*and shall continue to be valid until *Click here to enter a date.* for the completion of the Services.

**Article 2- Scope of Services**

The Consultant shall perform the required Services and provide deliverables in accordance with the consultancy proposal (Attachment 1). In performing his duties under this Agreement, the Consultant agrees to use reasonable efforts and follow practices consistent with the professional and technical standards of the industry to provide the Services with due care and diligence and remedy any defect, if any, therein. The Consultant shall assign the personnel nominated in the Consultant personnel (Attachment 2) to perform and carry out the Services.

**Article 3- Client Materials**

Client shall provide Consultant with tools, instruments and equipments to perform the Services, unless otherwise agreed between the Parties. If the Services require concerned authorities’ approval, the Client will use reasonable endeavours to obtain the approval. If the Services require approval (on-campus) for Ethics & Biosafety, the Director of Department of Research (DDR) should be consulted for approval.

**Article 3- Fees and Payment**

In consideration for the Services provided under this Agreement, the Client agrees to pay the Consultant an amount of OMR *Click here to enter amount* as fees. The Client shall pay the fees within *Click here to enter number of days* days upon submission of an invoice by the Consultant. Payments shall be made without any deduction whatsoever for taxes, duties, charges or other withholdings and notwithstanding any pending dispute between the parties, to the account designated by the Consultant in writing.

**Article 4- Expenses**

The Client agrees to reimburse the Consultant for all expenses reasonably incurred by the Consultant in providing the Services. The Consultant shall either obtain the prior approval of the Client before incurring these expenses or provides the Client with details of the expenses including provision of receipts and documents to support the claim of expenses.

**Article 5- Confidentiality**

Both Parties shall not disclose, transfer or allow access to any confidential information disclosed to it by the other without the prior written consent of the other. All documents and deliverables prepared by the Consultant and all documents and information provided by the Client shall be considered as confidential information.

**Article 6- Intellectual Property**

The Copyright on all deliverables and other materials prepared by the Consultant in connection with the Services shall, after payment of full fees, vests in the Client. The Client agrees that all deliverables and other materials prepared by the Consultant are solely for Client’s information and use in connection with the Services hereunder and may not be delivered to, relied upon by or serve to benefit any third party without the prior written consent of the Consultant, except as required by law.

**Article 7- Warranties and Liabilities**

The Consultant warrants that it will perform the Services with due care and diligence and in accordance with the professional standards. The Consultant shall not be liable for any matter arising out of or in connection with the performance of the Services, except for negligent acts, errors and omissions on their part or on the part of their employees. The Consultant disclaims any liability for errors and omissions in information provided by the Client. The liability of the Consultant shall, however, be limited to re-perform the Services or payback the fees paid by the Client under this Agreement.

 **Article 8- Assignment and Third Parties**

Neither Party shall assign or transfer all or any part of its rights or obligations under this Agreement to any third party without the prior written consent of the other party.

**Article 9- Termination**

The Client may terminate this Agreement at any time by giving the Consultant thirty (30) days prior written notice of intent. In such a case, the Consultant shall be entitled to payment for Service rendered and for expenses incurred in connection with this Agreement prior to the effective date of termination.

**Article 10- Force Majeure**

Neither party shall be liable for any delay or failure to perform any of its obligations under this Agreement due to a force majeure event, which shall include but not limited to war, riot, lock out, strikes, civil disturbances or any cause beyond its reasonable control occurred within Sultanate of Oman. The affected party shall promptly notify the other party of the force majeure event. Any delay caused by a force majeure event shall automatically extend the time schedules as set forth in this Agreement by the period of any such delay. If the force majeure event exceeds 90 days, then either party may terminate this Agreement.

**Article 11- Dispute Resolution**

Any disputes arising out of or in connection with this Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the Civil and Commercial Disputes Act issued by Royal Decree No. 47/97. The arbitration tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The venue of the arbitration shall be Salalah or any other mutually agreed location. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof.

**Article 12- Applicable Law**

This Agreement shall be governed and construed in accordance with the laws and Regulations for the time being in force in the Sultanate of Oman.

**Article 13- Notices**

Any notice required or permitted to be given under this Agreement shall be in writing in the English language and shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, mail delivery or fax transmission at the address hereinafter specified:

For the Consultant: *Click here to enter address*

For the Client: *Click here to enter address*

In Witness Whereof, the parties hereto have executed this Agreement on the date first written.

For and on behalf of DU (the Consultant) For and on behalf of the Client

Name: *Click here to enter name* Name: *Click here to enter name*

Title: Deputy Vice Chancellor Title: *Click here to enter Title*

Signature: Signature: