

Memorandum of Understanding

Between Onaizah Private Colleges (OC)
and

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") was concluded on the day of in the month of in the year (Effective Date).

By and Between:

- Onaizah Private Colleges (referred to hereinafter as "OC"),
headquartered in Qassim, Onaizah Governorate, represented by the Chairman of the Board of Trustees, Dr. Abdullah Bin Saleh Al-Shetaiwi, hereinafter referred to as the First Party.
- and (referred to hereinafter as "....."),
represented by hereinafter referred to as the Second Party.

(Both parties are referred to individually as a "Party" and collectively as the "Parties").

Preamble

In the interest of fostering fruitful cooperation between **Onaizah Private Colleges (OC)** and, Whereas the First Party specializes in academic education and training as an academic institution comprising various scientific, engineering, and humanities departments. It aims to benefit from private sector support in enhancing its professional, training, and employment initiatives, while preparing its students for their respective fields and future careers, Whereas the Second Party specializes in and, And whereas both Parties desire to collaborate to (enhance cooperation, strengthen partnership, and achieve integration in training, research, academic, and professional fields, based on principles of equality and mutual benefit, and in compliance with the applicable laws and regulations of the Kingdom of Saudi Arabia and their available resources).

Therefore, the Parties, having the full legal capacity to enter this Memorandum, agree to conclude this Memorandum in accordance with the laws, regulations, and instructions in force in the Kingdom of Saudi Arabia and in accordance with the following articles:

Article 1: Objective of the Memorandum

This Memorandum aims to establish an appropriate general framework to enhance the mutual utilization of the training, counselling, research, academic, professional, and developmental resources and expertise available to both Parties, in compliance with applicable laws and regulations, and in a manner that serves the mutual interests of both Parties.

Article 2: Areas of Cooperation

The Parties agree to cooperate in the following areas:

1.
2.
3.

Article 3: Formation of a Joint Working Group

The Parties agree to establish a joint working group to:

1. Monitor and implement the execution plans for the areas of cooperation outlined in **Article 2** of this Memorandum.
2. Develop terms, conditions, and financial obligations related to each Party's responsibilities toward the other, if applicable, when either Party performs services, or oversee their execution.
3. Explore new avenues of mutual collaboration aligned with the objectives and competencies of both Parties to maximize the benefits of the services offered by each Party.
4. Appoint, in writing, a liaison officer from each Party to facilitate the procedures and monitor the implementation of collaborative activities outlined in this Memorandum.

Article 4: Financial Provisions

This Memorandum does not impose any financial obligations on either Party. Its primary purpose is to establish a legal framework for collaboration between the Parties, with each Party bearing the financial costs incurred—if applicable—within its available resources when fulfilling its commitments under this Memorandum, unless otherwise agreed upon in writing.

Article 5: Independent Programs or Annexes

The Parties may enter independent programs or annexes within the framework of this Memorandum. These shall specify the agreed-upon activities, the method of participation for each Party, their scope, financial arrangements, and any other necessary provisions.

Article 6: Assignment and Delegation

Neither Party may assign or delegate any of its rights or obligations under this Memorandum without the prior written consent of the other Party.

Article 7: Intellectual Property Rights

The Parties shall take the necessary measures to protect intellectual property rights arising from any activity or project under this Memorandum. Such rights shall remain exclusively owned by the originating Party unless otherwise agreed in writing.

Article 8: Governing Law and Dispute Resolution

This Memorandum shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia. In the event of any dispute arising from the interpretation or execution of this Memorandum, the Parties shall endeavor to resolve it amicably within ninety (90) days. If an amicable resolution cannot be reached, the dispute shall be referred to the competent judicial authorities in Riyadh, Kingdom of Saudi Arabia.

Article 9: Confidentiality

The Parties commit to maintaining the confidentiality of all information and data exchanged under this Memorandum that pertains to the other Party, its operations, activities, or clients, and which becomes available to them because of the implementation of this Memorandum.

The Parties also agree not to disclose such information or data to any third party outside the scope of this Memorandum without the prior written consent of the other Party, regardless of whether the information is in the form of notifications, reports, results, data, or photographs, whether written or verbal. Verbal disclosures must be documented within thirty (30) days of disclosure. Disclosure to a third party is only permitted with prior written notice and the explicit

approval of the other Party, unless the information has already been made public. Disclosure is required by a competent governmental authority or judicial body within the Kingdom of Saudi Arabia. In such cases, the disclosure must be limited to the necessary extent, and the disclosing Party must promptly notify the other Party of the disclosure.

Article 10: General Provisions

1. The English language is the governing language for interpreting and implementing this Memorandum. However, the Parties may use additional languages for annexes and related correspondence.
2. All obligations of the Parties under this Memorandum shall remain valid if this Memorandum becomes part of an implementation program, cooperation program, service contract, or subsequent or complementary projects, unless explicitly stated otherwise.
3. Each Party has the right to enter into Memorandums of Understanding or similar agreements with other parties to achieve its objectives.
4. This Memorandum does not establish a partnership or joint venture between the Parties, nor does it impose any obligation beyond those explicitly stated herein.
5. If any provision of this Memorandum is found to be invalid, unlawful, or unenforceable under any circumstances, the remaining provisions shall remain unaffected. The invalid, unlawful, or unenforceable provision shall be replaced with a provision that is valid, lawful, and enforceable while achieving the same purpose as the original provision.
6. Neither Party shall publish any news, announcements, general statements, or any form of dissemination regarding any part of this Memorandum without obtaining prior written approval from the other Party.
7. Neither Party shall act as an agent, partner, or representative of the other. No Party has the authority or power to enter into agreements, impose obligations, or take actions on behalf of the other Party without prior written consent.
8. The provisions of this Memorandum shall remain effective even after its expiration or termination.

Article 11: Commencement and Termination

1. This Memorandum shall commence on the Effective Date specified at the top of this document, confirming that all necessary legal procedures for its implementation have been completed.
2. The duration of this Memorandum is one Gregorian calendar year and shall terminate upon its expiration unless one Party notifies the other Party in writing of its desire to renew it at least sixty (60) days before the expiration date.
3. This Memorandum may be amended by mutual written agreement of both Parties, in accordance with the legal procedures followed by each Party. Any amendments shall commence as outlined in paragraph (1) of this Article.
4. This Memorandum shall terminate, or its application shall cease, under any of the following conditions:
 1. By mutual written agreement between the Parties.
 2. Upon the completion of one Gregorian calendar year from the date it commences.
 3. In the event of the bankruptcy or liquidation of one of the Parties.
5. If one Party breaches any of its obligations under this Memorandum, the other Party (the non-breaching Party) may notify the breaching Party in writing and grant a thirty (30)-day period to remedy the breach. If the breaching Party fails to remedy the breach within the given period, the non-breaching Party may terminate this Memorandum immediately without any liability towards the breaching Party. The breaching Party shall be liable to compensate the non-breaching Party for any costs or claims resulting from the termination of this Memorandum due to the breach.
6. Upon the expiration or termination of this Memorandum, its provisions shall remain effective with respect to any programs or projects initiated under its framework unless otherwise agreed by both Parties.

Article 12: Notification and Communication Mechanism

All communication under this Memorandum shall be in writing, in either English or Arabic, as agreed upon by the Parties. Such communication shall be delivered via registered mail to the address, email, or fax number of the other Party.

In the event of a change in address, representative, or related information, the Party making the change must notify the other Party accordingly. Communication via the agreed-upon methods outlined herein shall be considered valid unless formally amended through official notification.

Article 13: Force Majeure

Neither Party shall be held responsible for any delay or failure to fulfill its obligations under this Memorandum due to events beyond its reasonable control ("Force Majeure"). Such events include, but are not limited to, governmental restrictions, bans, fires, floods, earthquakes, pandemics, epidemics, riots, wars, or similar occurrences. The Party affected by a Force Majeure event shall notify the other Party within fifteen (15) days of the occurrence of the event, providing supporting evidence, assessing the extent of the delay, and estimating the potential consequences. Furthermore, the affected Party shall take all reasonable steps to mitigate the impact of the Force Majeure event.

Representative of the First Party: Onaizah Private Colleges		Representative of the Second Party:	
Position	Chairman of the Board of Trustees H.E. Dr. Abdullah Saleh Al-Shetaiwi	Position	
Address	Qassim / Onaizah Governorate	Address	
Phone		Phone	
E-mail	oc@oc.edu.sa	E-mail	

This Memorandum has been prepared in two (2) original copies on the day of in the year, both in English, with all texts being equally authentic.

The First Party	The Second Party
Onaizah Private Colleges Chairman of the Board of Trustees H.E. Dr. Abdullah Saleh Al-Shetaiwi