

Kuwait Foundation for the Advancement of Sciences

Research Grant Agreement

for

Local Institution(name)

and

Collaborative Institution (name)

This Research Grant Agreement (“Grant Agreement”) is entered into between the Kuwait Foundation for the Advancement of Sciences (hereinafter referred to as “Grantor” or “KFAS”) and **Local Institution(name)** and **Collaborative Institution(name)** referred to as “Grantees” or individually as Grantee. KFAS has approved the award of the proposal (hereinafter referred to as “Grant”) and its associated funds (“Grant Funds”) to Grantees, to be disbursed to Grantees in accordance with this Agreement.

Grant Details

Project Title	
Grant Code	
Grantee Institutions	
Principal Investigator	
Contact Address	
Awarded Amount	
Effective Date	
End Date	

The terms of this Agreement are applicable to performance of the research plan stated in the approved Project Proposal (Exhibit A), which is an integral part of this Agreement. The following are the terms and conditions for the Grant Agreement, in which the Grantor and Grantees agree as follows:

- 1. Purpose.** The purpose of this Grant Agreement is to govern the Grant that is awarded to the Grantees to implement the research activities as noted in Exhibit A, and its associated Grant Funds.

2. **Period of Performance:** The term of this Agreement shall be from (Start date) through (End Date) unless amended or terminated in writing according to Section 8 below.
3. **Grant Funds.** Grantor agrees to provide Grantee(s) with funds in an amount not exceeding (KD _____) to be used solely for the approved expenses as stated in the budget of the Grant outlined in Exhibit A. The Grant Funds will be effective as outlined in Section 2 of the said Exhibit.
 - 3.1. The total amount that will be paid to Collaborative Institution is KD_____
 - 3.2. The publications budget of KD 500 will be kept with KFAS and released upon request from Local Institution.
4. **Project Agreement. The Grantor supports and encourages collaborative research, and it is the responsibility of the Grantees to ensure that, prior to commencing any research activity related to this Grant in collaboration with other institutions, the terms and conditions of the collaboration for the successful implementation of the grant be set forth in a written agreement (hereinafter referred to as “Project Agreement”; attached in Exhibit B). The “Project Agreement” shall be approved by the Grantor, prior to the signing of this Grant Agreement, to ensure alignment with the Grantor’s policies, as outlined in the [KFAS Research Grant Manual](#).**
5. **Disbursement of Grant Funds and Reporting Requirements.**
 - 5.1. The Grant Funds shall be expended during the Funding Period, during which Grantees may spend the funds solely for the Grant detailed in Exhibit A. The grant funds will be disbursed upon Grantor approval that the Grantees have successfully met the due date of the respective report, outlined in Table I below. Best efforts will be made by the Grantor to disburse payments within 30 days of the submission of the report by the Grantee.

Table I. Reporting Requirements and Payment Breakdown

Report Requirement	Due Date	Payments	Payment Amount Collaborative Institution (USD)	Payment Amount* Local Institution (KD)
Down Payment	Upon signing the grant agreement	Payment 1		-
1 st progress report		Payment 2		-
2 nd progress report		Payment 3		-
Final Report		Payment 4		-

* The publications budget of KD 500 will be kept with KFAS and released upon request from Local Institution.

5.2. Reporting

5.2.1. Progress Reports. Progress reports must be submitted and approved by the Grantor, prior to the release of funds, which discusses in detail, the progress and milestones to date, including accomplishments, challenges, and any variations to the originally proposed objectives in the proposal as set forth in, Exhibit A. The guidelines for the development of the Progress Report are outlined in the [KFAS Research Grant Manual](#). Progress reports are to be submitted by **Local Institution** on or before the deadline shown in the Table I.

5.2.2. Final Report. A final report (“Final Report”) must be submitted and approved by the Grantor which discusses the project results in detail, the overall progress and milestones towards the achievement of the original objectives, financial statements and the final outcomes of the research project as set forth in, Exhibit A. The guidelines for the development of the Final Report are outlined in the [KFAS Research Grant Manual](#). Final reports are to be submitted by **Local Institution** on or before the deadline stipulated in Table 1.

5.2.3. Payments. Payments dates are linked to reporting requirement submission by Grantees and acceptance by Grantor as defined in Table 1. Should the Grantees require additional time for submission of reporting requirements, a formal (written) request for a deadline extension must be sent to the Grantor no later than 10 working days from the submission date for the Grantor’s review and approval.

5.2.3.1. Payment delays may result due to revisions to the documentation required by the Grantor, as a part of the approval process.

5.2.3.2. The Grantor may withhold disbursement of all or any portion of the Grant Funds if Grantees have failed to satisfy any requirements mentioned in Table I, within the Grant, or in relation to issues of noncompliance, as defined in Clause 5.2.4.

5.2.4. Noncompliance. Noncompliance in relation to the submission of the reporting requirements stipulated in Table I or the timely submission of these documents could result in the suspension of the grant and/or discontinuation of payments, and the potential impact on the Grantees’ standing with the Grantor for the funding of future grants.

5.2.5. Additional Reporting Requirements. Grantees shall also submit such other reports or information based on the Grantor’s request throughout the duration of the contract.

5.3. Audit: All financial accounts and records relating to this Agreement may be subject to review and audit by authorized representatives of the Grantor and/or the Grantees with reasonable prior notice and at a mutually agreeable date and time, for the purpose of verifying costs and

expenditures made in performance of this Grant under this Agreement. Each Party shall maintain its respective accounts and records for a period of three years after the close of the Project Period of Performance.

6. **Intellectual Property:** The Grantor's Intellectual Property Policy will govern this Agreement, as stipulated in the clauses below, unless other terms have been negotiated by the Grantor and Grantees. The Grantees, including collaborative parties, should ensure compliance with the Grantor's Intellectual Property Policy, summarized below.

6.1. **Patent Rights.**

6.1.1. **Allocation of Principal Rights.** Grantees may retain the entire right, title, and interest throughout the world to each subject invention, subject to the provisions of this Patent Rights clause. With respect to any subject invention in which the Grantees retains title, Grantor shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of Grantor the subject invention throughout the world. Should the Grantees decide not to pursue rights, then the Grantor may pursue protection of invention as defined in Clause 6.1.6.

6.1.2. **Disclosure.** Grantees will disclose each subject invention to the Grantor within three months after the principal investigator discloses, in writing, the invention to their respective institution personnel responsible for the administration of patent matters. A fully detailed, including sufficient technical detailed and supporting documentation written document, should be provided to the Grantor as a part of the disclosure. The Grantees will elect in writing whether or not to retain title to the invention by notifying Grantor within three months of disclosure to Grantor. The Grantees will notify Grantor of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

6.1.3. **Publications.** The Grantees agree to review all draft articles, documentation and information derived from the research supported by the Grantor, prior to publication to determine whether there may be IP that should be protected, which will be sent to the Grantor for review, comment, and approval prior to any publication. Grantor will provide its comments up to twenty (20) business days after receipt of the evaluation report. Grantor's conditional approval may include additional comments, steps, or terms if Grantor plans to protect any IP covered by the evaluation. Should Grantor not respond within the indicated timeframe, Grantees should submit a request for publication to the Grantor for review and approval. All publications, presentations and

other public disclosures regarding the grant shall acknowledge the Grantor's support and funding as described in Clause 6.6.

6.1.4. Patent Application. The Grantees agree to include, within the specification of any patent application and any patent issuing thereon covering a subject invention, the following statement: *"This invention was made with the support of the Kuwait Foundation for the Advancement of Sciences (KFAS) under (KFAS project code) KFAS has certain rights in this invention."*

6.1.5. Licenses. The Grantees, or their representatives, will complete, execute and forward to Grantor a confirmation of a license to Grantor within two months of filing any domestic or foreign patent application.

6.1.6. Title to Grantor: Grantor may obtain full title (and assignment of all interest) to any subject invention if the Grantees fail to disclose or elect the subject invention within the times specified in the Grantor's IP Policy, or elects not to retain title, or in those countries in which the Grantees fail to file patent applications within the times specified above, or in any country in which the Grantees decide not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on. Grantor may only request title within 60 days after learning of the failure of the Grantees to disclose or elect within the specified times Should Grantor obtain full rights, the Grantees will retain a non-exclusive royalty-free license throughout the world to the subject invention.

6.1.7. Subcontracts. The Grantees will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work pertaining to the Grant. The subcontractor will retain all rights provided for the Grantees in this Patent Rights clause, and the Grantees will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.

6.1.8. Reporting on Utilization of Subject Inventions. The Grantees agree to submit annual periodic reports to the Grantor on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Grantees or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Grantees and such other data and information as Grantor may reasonably specify.

6.2. Commercialization of Intellectual Property. The details of the development and implementation of commercialization strategies will be the subject of separate agreements between the Grantees and should be shared with the Grantor for review and approval.

6.3. Project Agreement The Project Agreement, Exhibit B, shall be developed, agreed and signed by the Grantees, and shall include, inter alia, provisions with respect to the following: (a) IP and associated rights already existing at the Grantees institution prior to entering into the agreement; (b) IP and associated IP Rights arising from research activities set out in the agreement, after entering into it; (c) Confidentiality requirements; (d) Terms of public disclosure; (e) Other relevant provisions.

6.4. Standard Copyrightable Material Clause

6.4.1. Definitions. Subject writing means any material that is or may be copyrightable under the laws of the United States, the European Union, countries of the Gulf Cooperation Council, or other area of concern to the Grantor; and is produced by the Grantees or its employees in the performance of work under this grant. These include such items as reports, books, journal articles, software, sound recordings, video tapes and video discs.

6.4.2. Copyright Ownership, the Grantor License. Except as otherwise specified in the grant, other Grant Agreement, or by this paragraph, the Grantees may own or permit others to own copyright in all subject writings. The Grantees agree that if it or anyone else does own copyright in a subject writing, the Grantor will have a non-exclusive, nontransferable, irrevocable, royalty-free license to exercise or have exercised for or on behalf of the Grantor throughout the world all the exclusive rights provided by copyright. Such license, however, will not include the right to sell copies or photo records of the copyrighted works to the public.

6.5. Tangible Property. "Tangible property" means any personal property other than equipment and intellectual property. Unless otherwise provided in the grant, all legal rights to tangible property collected or created during the Grantor-assisted research remain with the Grantees as determined by the policies of the organization. As members of the scientific and engineering community, Grantees are responsible for making such tangible property appropriately available to other researchers.

6.6. Authorship and Publications. Grantees are expected to promptly prepare and submit for publications all significant findings from work conducted under the Grant, as defined in 6. The Grantor's [authorship guidelines](#) should be adhered to when deciding on authors and assigning the order of authors. On all publications related to the Grant, should include the following statement *"This work was partially funded by the Kuwait Foundation for the Advancement of Sciences; Grant Code [REDACTED]"*.

- 6.7. Open Access.** The Grantor retains a nonexclusive, irrevocable right to distribute scholarly articles authored or coauthored by the Grantor's employees or prepared as a result of research supported by the Grantor, for any non-commercial purpose. Grantees are advised to mention the Grantor's Open Access policy while signing the copyright agreements with the publishers and an embargo, if any, should be no longer than 12 months.
- 7. Confidentiality.** Both the Grantees and Grantor shall protect the confidentiality of information pursuant to the Grant. Grantor shall not be obligated to maintain in confidence any information: (i) which was already known to Grantor; or (ii) which is or comes into the public domain through no fault of Grantor; or (iii) which is independently developed by Grantor; or (iv) which comes to Grantor from a third party which is not in violation of any obligation of confidentiality to Grantees or Grantor.
- 8. Agreement Modifications.**
- 8.1. Amendments.** This Agreement, or any part, may be amended only in writing and signed by both the Grantees and Grantor. The Grantees should submit an amendment request in writing to the Grantor who reserves the right to approve or decline the amendment request, within 10 working days after receiving the request.
- 8.2. Assignment.** Grantees may not assign all or any of the benefits of, nor delegate all or any of the duties imposed by, this Agreement, without approval by the Grantor.
- 8.3. Breach of Grant Agreement.**
- 8.3.1. Temporary Suspension of Grant.** Grantees must notify the Grantor of any event or matter which was neither caused by the Grantees nor is within the control of the Grantees that is likely to prevent or delay the performance of its obligations under this Grant Agreement. In this situation, the Grantor may agree to suspend the Grant for a period of time, as the Grantor sees fit, or the Grantee may request for a suspension. Requests for suspension from the Grantees should be made formally, in writing, with a clear explanation as to the reason for the suspension, its implications on the successful completion of the project as agreed upon in Appendix A, as well as the duration for the suspension (which could include cancelation of the project), for the Grantor's review and approval.
- 8.3.2. Termination.** The Grantor will notify in writing to the Grantees in the case of termination of the Grant Agreement, should any of the following events occur: (i) the Grantees intends to use, has used or uses the Grant Funding for purposes other than those for which they have been awarded; (ii) the Grantor is, in the reasonable opinion that the Grantees is acting in a negligent manner (in this context negligence includes,

but is not limited to, failing to prevent or report fraud or corruption; not responding to requests from the Grantor), (iii) the Grantees obtains duplicate funding from a third party for the Grant; (iv) the Grantees or collaborators violated the Grantor's Code of Research Ethics or committed fraud; (v) the Grantees commit or committed an illegal act (based on the laws of the State of Kuwait and/or the home country of the collaborating institution); (vi) the Grantor determines (acting reasonably) that the Grantees have: acted dishonestly or negligently at any time during this Agreement and to the detriment of the Grantor and/or taken any actions which brings the Grantor's name or reputation into disrepute.

8.3.3. Termination can occur immediately or within fifteen (15) working days of receiving written notice from the Grantor to the Grantees and identifying the potential breach of Grant Agreement, and the required actions from the Grantees to rectify the breach. Should the Grantees not respond within the 15 working days, the Grantor will terminate the Grant Agreement.

8.3.4. On termination of this Grant Agreement, the Grantees will provide financial and narrative reports to the Grantor within (15) working days of receiving written notification of termination.

8.3.5. Unused Grant Proceeds Upon Termination of Cancellation. In the event of project termination or cancellation (permanent suspension), the Grantees will return all unused funds to the Grantor within thirty days of the termination/cancellation notice, and the Grantees shall not receive any undisbursed Grant Funds.

9. Liability: Notwithstanding the foregoing or anything to the contrary in this Agreement, neither Party shall be liable to the other for any special, incidental, consequential, exemplary, punitive, treble or other indirect or multiple damages of any kind that may arise in connection with the execution, performance and/or administration of this Agreement.

10. Force Majeure: Neither the Grantor or Grantees will be held liable to the other for any failure to perform its obligations under this Agreement by any reason of "Force Majeure", defined as any cause or circumstance beyond the reasonable control including natural disasters, political issues, war, and public health or medical emergencies, after the date of this Agreement. If the Grantees or Grantor is affected, they must notify the other as soon as the Force Majeure Event occurs, providing accurate information concerning the Force Majeure Event, as well as the potential timeframe for overcoming the Force Majeure and to what extent either will continue to perform obligations based on the practicalities associated with the Force Majeure event.

11. NEGOTIATION AND GOVERNING LAW

11.1. Negotiation: Prior to commencing any legal action, the Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or in relation to this Agreement.

11.2. Any legal action, claim or other legal proceeding commenced by one Party hereto against another Party, arising out of this Agreement, shall be commenced in the courts of the State of Kuwait; and for the purposes of such proceeding, this Agreement shall be governed by, and shall be interpreted, construed and enforced, in accordance with the laws of the State of Kuwait.

12. KFAS Code for the Research Conduct: The Grantees awarded this Grant must adhere to the KFAS Code for Research Conduct, which defines high-level principles, responsibilities, and expectations for responsible research conduct. Grantees that are found to breach these policies and guidelines will be held accountable by the Grantor, potentially leading to the termination of the grant, and impacting the Grantees' standing with the Grantor for the funding of future grants.

13. Entire Agreement. This Agreement and its exhibits set out the entire understanding between the Parties, and no changes to this Agreement are binding unless in writing and signed by the Parties to this Agreement.

14. Non-Exclusivity. The parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between Grantees and Grantor. The parties further understand and agree that nothing herein shall be interpreted as precluding either party from entering into agreements similar to this Agreement with third parties or from conducting educational, research or other activities that may involve the same or similar subject matter as the Grant, the conduct of which is outside and independent of this Agreement, providing that any such educational, research or other activities are not done in a manner that is inconsistent with the rights and obligations of the parties to this Agreement.

15. Independent Status. The parties hereby agree that they are at all times each acting as independent entities. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent between Grantor and Grantees, its faculty, employees, agents, or officers.

16. Notices

16.1. All notices, demands, requests or other communications required to be given or sent by a party under this Agreement will be in writing and will be delivered by at least one of the following methods: (i) in person, (ii) trackable courier, (iii) transmitted by facsimile, or (iv) transmitted by electronic mail (email) addressed as set forth below, providing a party may designate a change of address at any time by notice in writing to the other party. All notices, demands, requests, or communications that are transmitted by facsimile or by email will be deemed received upon successful facsimile or email transmission.

16.2. Legal, Scientific, Technical, and Similar Notices

16.2.1. To Grantee Institution: **Local Institution**

Attention:

Email:

Administrative Contact:

Address:

16.2.2. To Grantee Institution: **Collaborative Institution**

Attention:

Email:

Administrative Contact:

Address:

16.2.3. Grantor: **Kuwait Foundation for the Advancement of Sciences (KFAS)**

Attention:

Email:

Administrative Contact:

Address:

For Grantor: Kuwait Foundation for the Advancement of Sciences (KFAS)

Name:

Title:

Signature:

Date:

For Grantee: LOCAL INSTITUTION

Name:

Signature:

Date:

For Grantee: COLLABORATIVE INSTITUTION

Name:

Title:

Signature:

Date:

Exhibit A: (Proposal approved Project)

Exhibit B: Project Agreement (*Between Local & Collaborative Institution*)