

# Contract

Between:

The USEK Higher Center of Research represented by its President, Fr. Jean Akiki,  
Place of residence: Holy Spirit University (USEK), Kaslik campus,

on the one hand

And the project owner,  
Place of residence:

on the other hand

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It was agreed that:

▪ **Article 1 - Presentation of the parties involved in the project**

**a- The Higher Center of Research (CSR)** represents a structure within USEK whose role consists of outlining the University's policy as regarding research in order to promote the latter in all the faculties.

**b- The project owner or the main researcher** represents the signatory party with the CSR. S/he is held responsible for the research advancement before the CSR. The project owner is directly responsible for the whole project before the CSR and the team that s/he leads and the number of members mentioned in the above application form.

The project owner assumes the academic responsibility of the project and insures its internal financial management.

▪ **Article 2 - Objective**

a- The objective of this contract is to identify the terms of implementation and funding of the research project entitled: -----

b- The project owner undertakes to carry out, under the control of the Higher Center of Research and in accordance with the terms of this contract, the project which is thoroughly detailed in the application form, which represents an integral part of this contract.

c- The project owner is committed to allocating the received funding to the exclusive achievement of the project.

d- The project owner makes a sworn statement:

d.1- The project covered by the contract has not been previously presented to another research center,

d.2- The project was not jointly presented to another research institution.

e- The project owner is committed as well to “exclusively” collaborate with the USEK Higher Center of Research regarding the research covered by the contract.

▪ **Article 3 - Financing**

a- The CSR grants the project owner the amount of ----- representing a project participation rate of ..... %.

b- In no event shall the allocated amount exceed the abovementioned sum in article 3-a.

c- The nature of expenditures should match the budget details presented in the application form.

d- All kinds of purchases require the prior approval of the CSR following a written request by the project owner.

▪ **Article 4 - Period of Performance**

a- The project execution starts on ..... / ..... / ..... .  
The period of performance for this project is set to ..... months and expires on .....

b- The project owner notifies the CSR, in writing, about the completion of research.

c- The accomplished research is handed to the *CSR* within two months following its completion.

d- In the event that the project would not be accomplished within the agreed deadline due to reasons that the project owner will have to justify, an extension of up to six months may be exceptionally granted by the *CSR*.

▪ **Article 5 - Collective Nature of the Project**

a- The project is executed under the supervision of the designated main researcher.

b- The project owner or main researcher should report to the *CSR* as regarding the research development on the basis of detailed reports presented at the end of every semester.

▪ **Article 6 - Modes of Payment**

a- The financing of research is done on the basis of a projected budget presented in the application form and submitted for assessment.

b- Financing is done according to the following terms:

b.1- An amount is put at the disposal of ..... deducted from the total amount allocated to research and paid after signing the contract. It represents the sum provided in the budget for the USEK acquisition of ..... mentioned in the detailed budget under the name of .....

It is understood that this acquisition will be owned by USEK (Faculty of .....).

b.2- The amount of ..... spread over ..... semestrial installments. The first semestrial installment is payable six months after signing the contract and after the payment of the allocated advance. The remaining semestrial payments will follow when due. In the event that these amounts should be invested in purchasing materials and equipment, the procedure and terms are the same as those defined and adopted in article 6-b.1 of this contract.

b.3- The last installment is paid following the submission of the research to the *CSR*.

▪ **Article 7 - Reports**

a- The project owner shall submit a semestrial report to the *CSR* in order to provide a regular follow-up of the project progress and the obtained scientific results.

▪ **Article 8 - Ownership of the Project**

a- It is understood between the two contracting parties that the intellectual property of the project and all rights attached to it, of any kind, as well as media exploitation, belong exclusively to the *CSR*.

b- Shall the research conducted as part of the project lead to a patent, the project owner can assign the patent only following the approval of the *CSR*.

c- Any partial or total exploitation of the research for personal purposes requires a written approval from the *CSR*.

d- In the event that the project owner works in association with other researchers and is backed by one or several assistants, it is understood that the project owner is held solely responsible for implementing the provisions of this article with his/her assistants. The project owner shall bear towards the *CSR* any liability resulting from breaching these provisions by the associated researchers and assistants within his/her team.

▪ **Article 9 - Code of Ethics**

The project owner is expressly committed to abide by the rules of professional duty and obligation which impose an intellectual and moral integrity forbidding fraud and plagiarism. S/he is committed, as well, refrain from adopting, defending or promoting, during or at the end of research, any principles, theories or positions against human rights, the teachings of the Church and the preservation of the environment. S/he shall, as well, seek to implement the Code of Ethics within his/her team and assume responsibility to the *CSR*.

▪ **Article 10 - Insurance**

a- The execution of the project may impose certain risks. To this purpose, it is expressly understood between the contracting parties that the *CSR* is exempt from all responsibility in this regard.

b- To deal with such a possible occurrence, the project owner is committed to subscribe with a licensed company with the following insurance policies:

b.1- Insurance covering all risks mentioned in articles 122 following the Code of Obligations and Contracts

b.2- Insurance against fires covering all damages caused by conflagration, blaze or simple combustion, as well as material damages resulting from the fire.

b.3- Insurance covering all damages caused to a third party as a result of the execution of the project.

b.4- Hospitalization insurance covering all damages caused to the project owner himself/herself.

#### ▪ **Article 11 - Termination**

##### **a- Termination by the CSR**

The CSR reserves the right to terminate the contract in the following cases:

- 1) Failure to meet the execution deadline in accordance with the terms defined in article 4 of the contract.
- 2) Failure to transmit reports of activities in accordance with the terms defined in article 7 of the contract.
- 3) Assigning the patent without the prior and written approval of the CSR.
- 4) The misuse of funds allocated to research.
- 5) The exploitation, during work, of even partial results of the research (art. 8).
- 6) Non-compliance results of the mid-term project evaluation with the required conditions.
- 7) Failure to transmit justifying documents required by the CSR.
- 8) Failure to abide by clauses c-, d- and e- (art.2).
- 9) Failure to abide by the Code of Ethics (art.9).

Following the termination of the contract by the CSR, the project owner shall reimburse to the CSR, despite a lawsuit, the allocated financing in addition to a penalty proportionally defined according to the size of the financing and the project.

##### **b- Termination by the Project Owner**

The project owner reserves the right to terminate the contract if the *CSR* does not provide him/her with the allocated amount in spite of the execution of all his/her contractual obligations.

Signed in duplicate in Kaslik on ..... / ..... / .....

**Project Owner**

**President of the Higher Center of Research**