|  |  |
| --- | --- |
| **Document name:** | Service Agreement |
| **PLEASE READ:**    *This precedent has been prepared by Al Tamimi & Company without reference to any particular matter, transaction or set of facts.  Substantive changes to this precedent may be required to adapt it to the requirements of a specific client or matter.  As of the date of publication, this template has been drafted pursuant to all applicable legislation and statutes. Laws and/or procedures may have changed since this precedent was published.*      ***NOTE: THIS IS A BASIC SAMPLE ONLY AND SPECIFIC ADVICE SHOULD BE SOUGHT FROM COUNSEL DULY LICENSED TO OPINE ON THE LAWS OF THE UNITED ARAB EMITRATES PRIOR TO A PARTY ENTERING INTO SUCH AN AGREEMENT.*** | |
| **Notes:**   1. The draft contemplates a service to be provided in the UAE. It is drafted with reference to a work for hire type of agreement with a focus on the IP rights. There are different forms of service agreements, and it has to be looked at carefully and specific consideration on the type of service to be provided. 2. The draft contemplates the governing law to be UAE law. 3. The service fees should be considered based on the commercial agreement between the parties. 4. The agreement is drafted pro company | |

**SERVICE AGREEMENT**

|  |
| --- |
| **THIS AGREEMENT is dated** [ ] |
| **BETWEEN:** |
|  |
| 1. [ ], a [ ] company incorporated in the United Arab Emirates and whose principal address is [ ], Dubai, United Arab Emirates (the “**Company**”); and |
|  |
| 1. [ ], a [ ] incorporated in the United Arab Emirates and whose principal address [ ], P.O. Box [ ], Dubai, United Arab Emirates (the “**Consultant**”). |
|  |
| Each of the Assignor and the Assignee are referred to as a “**Party**”, and together as the “**Parties**”. |
|  |
| **WHEREAS**: |
|  |
| 1. Whereas the Company wishes to hire the Consultant for the creation and completion of the Project; and |
|  |
| 1. Whereas the Consultant is specialized in [ ], having the requisite qualifications and skills required to create and complete the Project, and wishes to be hired by the Company for this projects. |
|  |
| **NOW, THEREFORE,** it is agreed as follows: |
|  |
| 1. **DEFINITION**   In this Agreement, the following terms will have the applicable meanings unless the context demands otherwise**:**  **“Commencement Date**” means the date on which this Agreement is duly signed and executed by the Parties;  “**Indemnified Parties**” means the persons set out in Clause 8 of this Agreement; and  “**Intellectual Property Rights**” means any and all intellectual property rights of whatever nature and kind (whether registered or unregistered) including without limitation any and all trademarks, business names, trade names, trading names, domain names, industrial designs, and copyrights.  “**Project”** means [ add full description of the project] and in accordance with the specifications provided in Schedule 1;   1. **TERM OF ENGAGMENT** |
|  |
| * 1. This Agreement will take effect from the Commencement Date and will continue until the completion of the Project unless terminated earlier by the Company pursuant to the terms of this Agreement. |
|  |
| 1. **CONSULTANT OBLIGATIONS** |
|  |
| * 1. The Consultant will create and complete the Project to the best of his technical skill and ability and will perform all the related services lawfully, diligently and expeditiously to ensure the completion of the Project with time being of the essence. The Consultant undertakes that any of the services related to the Project already delivered to the Company have been performed in accordance with this Clause 3 to the extent applicable.   2. The Consultant agrees and undertakes to create and complete the Project according to the instructions provided by the Company, and to make any needed amendments as reasonably required by the Company.   3. The Consultant agrees and undertakes to create and complete the Project alone without engaging or collaborating with any third party without the prior written consent of the Company.   4. The Consultant agrees that the Project shall not be considered delivered nor completed unless the Company explicitly confirms such delivery and completion in writing, in accordance with Clause 5 of this Agreement |
|  |
| 1. **FEES**    1. As full and final consideration for the creating and completing the Project and for any other obligations that may be set out under this Agreement including the Intellectual Property Rights granted under this Agreement to the Company, the Company will pay to the Consultant the amount of [ ] to be paid in []. 2. **DELIVERY AND COMPLETION**     1. The Consultant agrees to deliver the Project by [ ].    2. The Company will have a period of fourteen (14) days from receipt of the Project to notify the Consultant, in writing, of the technical and commercial acceptability of the Project delivered. In the event that the Company determines that the Project does not meet the requirements, the Consultant agrees to incorporate any amendments and edits in the Project as may be communicated to the Consultant by the Company. Such process may be repeated until the Project fully meets the Company’s requirements. 3. **INTELLECTUAL PROPERTY RIGHT**    1. The Consultant acknowledges and agrees that all Intellectual Property Rights in and to the Project are and will be the property of the Company.    2. In consideration of the Project Fee, the Consultant hereby irrevocably assigns to the Company, all Intellectual Property right, title and interest of whatsoever nature, whether vested or contingent including the right to exploit in all media and by all means now known or hereafter invented and all rights of the Consultant in or related to the Project under this Agreement, and to assign the same to the Company absolutely, throughout the world for the full period of Intellectual property protection and all renewals, revivals, reversions and extensions and thereafter in perpetuity to the extent permitted by applicable law, whether the right to these renewals, revivals, reversions or extensions now exists or is hereafter created by the laws in force in any part of the world.    3. The Company will be the sole owner of the copyright in the Project, with the right to make use of the Project, and all allied and ancillary rights thereto, in its sole discretion.    4. Without limiting the generality of the rights assigned under this Clause 5, the Company’s rights of ownership will include the exclusive right to copy, reproduce, manufacture, advertise, sell, lease, license, broadcast, distribute, communicate to the public, use, deal, or exploit the Project by all or any method whether now known or hereafter developed and in all fields of use throughout the world and upon such terms and conditions as the Company may decide in its sole discretion.    5. The Consultant agrees to execute and deliver any documentation which may be required by the Company to effectively exploit the rights assigned under the provisions of this Clause 5.    6. This Clause 5 will survive the performance, termination or expiry of this Agreement. 4. **REPRESENTATIONS AND WARRANTIES**    1. The Consultant represents and warrants that: 5. The Consultant has full authority to enter into and perform this Agreement and not bound by any previous agreement which adversely effects this Agreement. 6. The Project (and any part thereof) will not contain any obscene, derogatory or offensive material and will in all respects comply with all laws in the UAE and will not expose the Company to any civil or criminal proceedings. 7. The Consultant is fully capable of performing the obligations specified in this Agreement. 8. The Project (and any part thereof) is original and does not infringe any Intellectual Property Rights of any third party; and 9. The exploitation of the Project in any manner will not infringe the rights of any third party.    1. The Consultant agrees to indemnify and hold harmless the Company, any assigns, licensees, agents and/or distributors of the Project, any affiliate, subsidiary or group companies, officers, employees, agents, other crew members, partners and shareholders of any of the aforesaid entities (collectively, the ‘Indemnified Parties’) from any claims, liabilities, losses, costs or damages, including attorneys' fees and costs, arising out of the Consultant’s breach of any of his obligations under this Agreement 10. **TERMINATION**     1. The Company may terminate this Agreement by sending a written notice to the Consultant and in such a case, the Consultant is only entitled to payment of the fees payable for the part of the Project that is completed in accordance with the Company’s instructions up to the date of termination.     2. The Agreement shall be terminated without the need for a Court order if the Consultant was in breach of any of its obligations under this Agreement and failed to cure the breach within 60 days from receiving the Company’s breach notice.     3. In the event of termination under this Clause 9, the Parties agree that the Company will not be held liable for any consequential or indirect losses incurred by the Consultant or any third party**.** 11. **SEVERABILITY** |
| * 1. If, for any reason whatsoever, any provision of this agreement should prove to be invalid, in whole or in party, such invalidity shall only affect the portion of such provision which shall be proven to be invalid and in all other aspect assignment shall remain in full force and effect and unaffected by such invalid provision as if the same had not be included herein. |
|  |
| 1. **LANGUAGE** |
|  |
| * 1. Notwithstanding any translation which might be required for a particular purpose, this agreement shall be construed and interpreted solely in accordance with the Arabic text. |
|  |
| 1. **GOVERNING LAW AND JURISDICTION** |
|  |
| * 1. This Assignment shall be governed by and construed in accordance with the laws and regulations of the United Arab Emirates.   2. Any dispute arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Assignment, in any manner whatsoever, shall be heard and determined by the courts of the United Arab Emirates. |
|  |
|  |
|  |
| **IN WITNESS whereof the parties to this Assignment have executed it as a deed the day and year first above written** |
|  |
|  |
| **Company:** |
| Name : |
| Title : |
| Signature: ــــــــــــــــــــــــــــــــــــــــ |
|  |
| **Consultant**: |
| Name : |
| Title : |
| Signature: ــــــــــــــــــــــــــــــــــــــــ |

**Schedule 1**

**PROJECT SPECIFICATIONS**