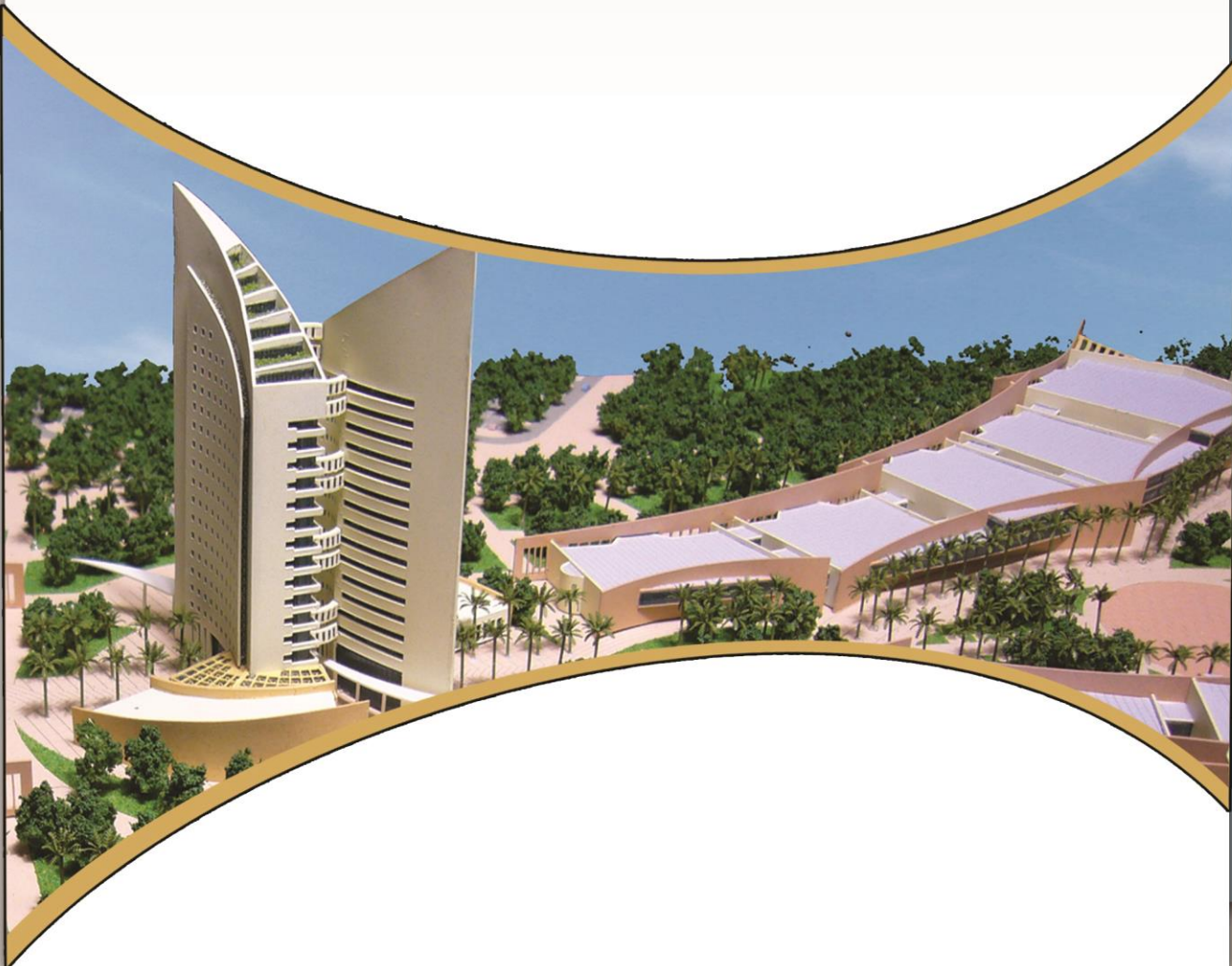


KINGDOM OF SAUDI ARABIA
Ministry of Higher Education
NAJRAN UNIVERSITY



Regulations for Non Saudi Recruitment



Kingdom of Saudi Arabia Higher Education Council General Secretariat Regulations for Non-Saudi Recruitment in Universities Issued by the Higher Education Council, Resolution No. (3/4/1417 H) in its (Fourth) session held on 7/2/1417 H. and endorsed by the Royal Directive of the Custodian of the Two Holy Mosques, Prime Minister, and President of the Higher Education Council, in the telegram No. (7/b/16785) dated 4/11/1417 H. First Edition 1418 H - 1997 The Higher Education Council Resolution No. (3/4/1417 H) The Higher Education Council In accordance with the provisions of Paragraph (7) of Article (15) of the Statutes and Regulations of the Higher Education Council and Universities stipulating that the Council is authorized to issue regulations regarding University careers of Saudi and Non-Saudi personnel and staff members which include salaries, remunerations, and allowances after being prepared by the Ministry of Higher Education, the Ministry of Finance and National Economy, and the Ministry of Civil Service. After reviewing the memorandum of the General Secretariat of the Higher Education Council on this issue, and having reviewed the draft regulations for non-Saudi recruitment in universities (attached with the memorandum, which is annexed herein) the Council decrees the following: "Approval of the Regulations for Non-Saudi Recruitment in Universities according to the form attached to the Resolution".

First: Definitions

Article 1

Expressions stated in the herein rules and regulations convey the following meanings:

1. Expatriate: a non-Saudi who works at a university under a contract in accordance with the herein rules and regulations.
2. Residence: the country of which the expatriate holds its nationality and the country in which the expatriate lives at the time of recruitment might be considered as a residence if the living period exceeded two successive years.
3. Year: twelve months of the Hijri calendar unless otherwise stated.
4. Month: thirty days unless otherwise stated.
5. Personal contract: not a secondment from her/his University or any other authority.

Article 2

The herein rules and regulations apply to the following personnel:

1. Members of staff, lecturers, instructors, and teaching assistants.
2. Staff-like such as researchers and their assistants, in addition to technicians that are BA holders and beyond who are given a contract as a researcher, assistant researcher, or technicians on the sixth rank or higher

because their work is directly related to teaching. The University Council-in exceptional cases-might disregard this condition.

3. Doctors and workers in medical fields.
4. Engineers.
5. Workers in fields of specialization.
6. Workers in administrative fields and desk work.
7. Assistant technicians and craftsmen.
8. Teachers at schools and institutions below university level.

Article 3

The contract's formulation is in accordance with the form attached to the herein rules and regulations - Appendix (2). The University may add items to the terms of the contract to serve public interest and in agreement with the herein rules and regulations.

Second: Recruitment

Article 4

Prerequisites of recruitment:

1. Availability of a vacant job accredited in the budget or having a fund specified for the recruitment in the set salaries.
2. There is no qualified citizen suitable for the job.
3. Availability of a description of the job's duties and responsibilities including the minimum qualifications required for the job.

Article 5

The expatriate must satisfy the following requirements:

1. The expatriate be between the age of 20 and 60, and the University Council may extend the maximum age limit to 10 years for the Professors and Associate Professors, 5 years for Assistant Professors - in accordance with the recommendation of the department and college councils- and 3 years for other employees based on a recommendation form their place of work.
2. The expatriate should be medically fit for the job according to a recent medical certificate issued from a medical institution approved by the university.

3. The expatriate must be of good conduct and reputation.
4. The expatriate must have the qualifications required for the job.
5. The expatriate must not enter into contract with another body in the Kingdom.
6. The expatriate should be ready for a full-time job at the University.

Article 6

The contract shall be concluded for one year, and is liable for renewable for less than one year, or more than one year and shall be renewed for the same period(s) specified by the University.

Article 7

Period of the contract starts from the date of the expatriate's departure from her/his country heading to her/his place of work in Saudi Arabia using the shortest way, provided that the span of time between departure and arrival does not exceed three days and does not precede the start of the contract date specified by the University , or from the day s/he resumes her/his job in accordance with the University instructions, if she/he is a resident in the country where the job is located and where the contract is signed.

Third: Salaries and Bonuses

Article 8

1. Salaries are assigned according to the charts stated in Appendix (1) annexed herein to the rules and regulations after specifying the job chart for which the contract will be signed, where the instructions attached to each chart are considered a complementary part. A salary less than that included in the above mentioned charts may be stated in the contract signed by the University if both parties agree to it.

2. When the University approves the promotion of a staff member from one academic rank to another, and which s/he received from another university- the employee may be given the salary assigned for the upgraded rank when renewing the contract. If the salary before obtaining the promotion exceeds or equals the beginning of the salary of the upgrade, s/he may be given the salary of the rank next to that of the previous rank in addition to the annual increment of the rank to which s/he has been promoted. However, members who are promoted by the University obtain the salary immediately next to the salary received in the previous rank in addition to the annual increment of the rank to which s/he has been promoted upon renewing the contract.

3. Upon renewing a contract for the one who is not a staff member, lecturer, or teacher assistant, s/he might be upgraded to a higher rank within the same category if s/he fulfills the necessary requirements. 4. When the

expatriate reaches the last basic salary set for the rank s/he is appointed at, the University Council may grant him/ her the increment assigned to that rank every two years upon the recommendation of the chairperson.

Article 9

1. The University Council may increase the specified salaries stated in the payroll up to 50% for expatriates from Europe, the United States of America, or any advanced country indicated by the University Council.

2. The University Council may sign contracts with those of rare specialties, academic reputation, experience, or excellent qualifications acquired by well-known universities of staff members and the like, as well as physicians with a maximum increase of 100% of the specified salary. Upon agreement with the Chairman of the Civil Services Office, Head of the University Council may apply the provisions of this paragraph to others.

3. Upon the approval of the University Council and the recommendation of the Scientific Council, contracts may be signed with those of distinguished academic reputation and experience to work as staff members regardless of the specified academic requirements for recruitment.

Article 10

1. The expatriate, whether a staff member, instructor, lecturer, or teacher assistant, with previous university teaching experience after obtaining

her/his degree or title, shall receive annual bonuses according to the payroll chart in appendix (1).

2. Years of experience other than university teaching may be considered for staff members, language instructors, lecturers and teacher assistants if the acquired experience is in her/his field of specialization and is acquired after obtaining the academic degree according to which the contract was signed. For two years of experience, a year shall be counted for recruitment or promotion purposes upon a resolution issued by the Scientific Council and a recommendation from the concerned College Council.

3. Years of experience shall be counted for employees other than staff members, lecturers, language instructors and teacher assistants since the date of acquiring the last academic degree. Subsequent sessions in the specialization shall be counted on the basis of the duration of each session, provided that the duration of the session and that of the term of service are not to be combined. The body issuing the experience certificate and academic degree should be accepted by the University.

Article 11

Years of experience shall be considered for employees specified in article (2) of the herein rules and regulations with a maximum of five years from the starting date of the contract. In exceptional cases, the University Council may disregard such requirement with a maximum of fifteen years.

Article 12 The expatriate who holds a higher degree which is related to the nature of job specified in the contract may be given annual bonuses equivalent to the number of the years of study, with a maximum of two annual bonuses for the study period between BA and MA degrees, and the maximum of three annual bonuses for the study period between MA and PhD degrees, and five annual bonuses for the study period between BA and PhD degrees, according to the payroll chart stated in Appendix (1) for the job specified in the contract.

Article 13

The expatriate may be given a maximum of 5% of the salary as annual increment, provided that it does not exceed that which is specified in the payroll charts. The expatriate for an academic year may receive an annual increment if s/he spends ten and half month in service.

Article 14

Seizing the employee's salary is not permitted unless a decree is issued in this concern by a relevant disciplinary authority. The University Rector has the right of deducting any sum of money due to the government from the salary given by the University. Other than the expenditure debt, the monthly seized amount should not exceed one-third of the salary, and priority of deduction is for the expenditure debt then the government's dues.

Fourth: Working Hours Assigned

Article 15

1. Members of staff , lecturers, demonstrators and teacher assistants are assigned (40) hours weekly spent in teaching, research, academic guidance, administrative work and other academic activities assigned by the concerned bodies in the University.

2. Other University staff are assigned (48) hours weekly for teaching, research and training duties as assigned by the concerned bodies in the University .Individuals working in hospitals are assigned a maximum of (55) hours per week. For the work's best interests, the University may set the beginning and end of working hours as a whole or in part.

3. Regulations regarding the teaching load and remunerations given for extra teaching hours applicable to the Expatriate, who is a member of staff and the like, are similar to those of the Saudi member of staff.

Fifth: Allowance and Compensation

Article 16

1. Staff members and the like, working in their fields of specialization, may be granted a rare-specialty-allowance by the University Council with a

maximum of 30% of the first salary rate specified for the job. The Council shall define such specializations and the rare-specialty-allowance, provided that the allowance and the provisions of paragraphs (1) and (2) of Article (9) are not combined.

2. The University Council may grant physicians, dentists who are staff members, lecturers, teacher assistants, and research assistants working in hospitals a specific hospital-work-allowance for the required regulatory extra hours, if they spend such hours, with a maximum of 80% of the basic salary. However, the rare- specialty-allowance and hospital-work-allowance are not to be combined.

3. Pharmacists and specialists in applied medical sciences working in hospitals and who are staff members, lecturers, teacher assistants, and research assistants may be granted a specific hospital-work-allowance for the required regulatory extra hours, if they spend such hours, with a maximum of 50% of the basic salary. However, the rare-specialty-allowance and hospital-work-allowance are not to be combined.

Article 17

The University shall provide the amount of only four tickets to the expatriate and her/his family, whether they accompany him/her, or travel individually according to the following regulations:

1. Tickets are given one time for traveling from the country of origin to the Kingdom after signing the contract unless s/he is already a resident in the Kingdom when the contract was signed.

2. Two-way tickets are given to the expatriate from the Kingdom to her/his country of origin once a year for the annual leave of absence, also for internally contracted employees who spent two years in service unless otherwise s/he was a resident in the Kingdom when signing the contract.

3. Tickets are given from the Kingdom to the expatriate's country of origin upon final departure, unless s/he was a resident in the Kingdom when signing the contract and her/his term of service is less than two years, or for the one who transferred her/his sponsorship to another body in the Kingdom according to the set regulations.

Article 18

The expatriate's family members include the following:

1. Wife or husband or the expatriate's unmarriageable kin (mahram)
2. Legal dependents including: a) Boys under the age of 12 years. b) Unmarried daughters. c) Parents. d) Underage brothers. e) Unmarried sisters. Provided that sending for them is approved by the concerned authorities, according to the set regulations.

Article 19

1. If either the female expatriate or her mahram is working at the University and the other one is working in any governmental body, the tickets shall be issued from the same body from which the housing allowance is received. 2. Male or female attendant's right to the round-trip tickets to her/his country of origin becomes void if the University waives her/his sponsorship to a non-governmental body.

Article 20

Traveling will be through the shortest air route and on the Saudi Airlines, if available. The University shall provide the expatriate with the travel tickets and may in exceptional cases, permit procurement of such tickets and refund the amount value. If the expatriate is unwilling to obtain the due tickets, s/he may receive half of the tickets value from the University.

Article 21

1) The above mentioned travel tickets shall be on the first class for the professor and economy class for other staff members.

2) The employee has the right of exchanging the due tickets from Kingdom to her/his home with tickets for another country in accordance

with the Saudi Airline regulations without the University bearing the additional expenses.

Article 22

If the expatriate divides her/his regular vacation according to Article (33) herein, the University shall provide tickets for the later period only. However, if this was upon the University request for the work's best interest, the expatriate shall be given two tickets.

Article 23

Traveling inside the Kingdom or aboard for specific job duties will be on the economy class on Saudi Airlines when possible. The University may allow the expatriate to travel by land at her/his own expense if it will not affect arrival to place of work in due time. In this case, the employee will be refunded the ticket value on the economy class, if possible. If job performance requires that the expatriate travels to a destination where there is no air transportation, then the University will provide land travel. The University may permit the expatriate to travel at her/his own expense, and in which case, s/he will be reimbursed the value of the land travel ticket using public transportation means.

Article 24

The University provides accommodation for the expatriate or pays him/her annual housing allowance according to what is stated in the salary payroll of Appendix (1). This allowance may be paid in advance, upon signing the contract and thereafter at the beginning of every renewed contract year. If the contract's duration is less than a year, the expatriate shall be paid for this duration. In case of signing a contract with a female expatriate and her mahram, the one with the higher amount of allowance shall receive it. This is applicable if one of them signed a contract with an authority other than the University, whether governmental or non-governmental. Housing allowance shall not be paid for a female expatriate who is married to a Saudi resident in the Kingdom.

Article 25

1. Unless the University provides furnished residence, the fresh expatriate of staff members or the like, shall be paid a furnishing allowance of 50% of the annual housing allowance, and it shall be paid only once by the University during the contract period. The expatriate is considered a fresh one for this purpose if at least two years have passed since s/he left her/his government job in the Kingdom and signs a new contract with the University, unless s/he was previously been paid the allowance.

2. In case of signing a contract with a female and her mahram, only one housing allowance is paid for the person with the higher amount of allowance.

3. The female expatriate with a mahram or the mahram himself is not paid a furnishing allowance if the other party works at the University or in any other body inside the Kingdom.

4. If the expatriate has worked in any other authority in the Kingdom before signing the contract with the University, or was a mahram for a female expatriate, then he is not entitled to receive a furnishing allowance unless at least two years have passed since he left the Kingdom and was not given this allowance from his previous work.

5. If the contract duration is less than one year, a furnishing allowance shall be paid for the specified duration of the contract, the rest of it shall be paid upon renewal of the contract, provided that the total duration of both contracts is not less than a year.

Article 26

The University shall pay the expatriate a monthly transportation allowance in accordance with the sums assigned for each rank in the salary chart. Instead of the allowance, a suitable means of transportation may be provided by the University. Allowance is not paid if the expatriate's residence is situated in or nearby the campus.

Article 27

1. If the employee is delegated on an official mission anywhere away from his work place in the Kingdom, s/he shall be paid daily allowance as follows: a) Four hundred and fifty Riyals (SR 450) for those who receive a seven thousand Riyals (SR 7000) monthly salary or more. b) Three hundred Riyals (SR 300) if the monthly salary is four thousand five hundred Riyals (SR 4500) and less than seven thousand Riyals (SR 7000). c Two hundred and fifty five Riyals (SR 255) if the monthly salary is two thousand and seven hundred Riyals (SR 2700) and less than four thousand five hundred Riyals (SR 4500). d) A hundred and sixty Riyals (SR 160) if the monthly salary is two thousand seven hundred Riyals (SR 2700). If the employee is delegated outside the Kingdom, he/she may receive 50% increase in allowance and an additional transportation allowance that is equal to one-third of the designated allowance.

2. Upon a recommendation by the Department and College Councils, the University Rector shall permit the staff member to attend a conference or an academic seminar, but the University shall not be responsible for any expenses.

Article 28

If a staff member is transferred to another city inside the Kingdom for the work's best interest, s/he shall be paid a transference allowance of four thousand Riyals (SR 4000). In case that the transference is outside the Kingdom or vice versa, or from one destination to another outside the Kingdom, the staff member shall be given an allowance that amounts to five thousand Riyals (SR 5000) as well as tickets in accordance with the provisions of articles (17) to (22). Other than staff members shall receive an allowance that amounts to three thousand Riyals (SR 3000) in both cases, as well as tickets. If the transfer is for the expatriates, where one is a mahram for the other, only one transference allowance shall be paid for the person who has the right for the higher allowance, and this is paid only once each fiscal year.

Article 29

If the member of staff has been continuously employed at the University under the current contract for a period of two years without a break s/he is entitled to an end of service allowance that is equal to half the monthly salary for each year of service. If the member of staff, lecturer, teacher assistant, technician, or the like, completes five years in service, the allowance entitled shall be equal to a monthly salary for each year of service with the maximum limit of a hundred thousand Riyals (SR 100,000)

or the due amount according to the previous rules and regulations; the higher of the two sums shall be given. This allowance shall be paid at the end of service and it shall be counted on the basis of the expatriate's last salary at that time. This allowance is given only for full years of service and the unbroken term of service. Other employees shall be paid an end of service allowance that is equal to half a monthly salary for each year with a maximum limit of fifty thousand Riyals (SR 50,000) or the due amount according to the previous rules and regulations; the higher of the two sums shall be considered. Twenty two (22) months of service shall be counted as two years; likewise, fifty eight (58) months in service are considered as five years. Upon the recommendation of the Collage Council or the concerned authority, and the approval of the University Council and the Higher Education Council, the end of service allowance might be increased within a maximum limit of 100%, provided that the allowance does not in any case exceed the maximum limits stated in this article.

Article 30

The expatriate and her/his family shall benefit from the general medical services provided in Kingdom, and where necessary, the University Council has the right to decide otherwise.

Article 31

Except for school transportation fees, the University may be pay the actual tuition expenses of the children of staff members, or the like. That shall be effective from primary till secondary school stage, according to the following conditions:

1. If it is difficult for the children to be admitted to public schools
 2. The children ages should not be less than six years and not more than eighteen.
 3. They shall receive their education inside the Kingdom, and tuition fees shall not be paid for children who receive education abroad.
 4. Tuition fees shall be paid for four children only, with a maximum total of expenses of 25,000 Riyals for each school year. The University Council has the right to determine the allocated amount for each child as appropriate.
- Sixth: Leave of Absence

Article 32

In addition to weekends and the two Eids holidays, the expatriate earns a paid annual leave with complete salary given at the beginning of the leave- which is (60) days for staff members and the like, and (45) days for others. The leave is deserved for part of the academic year when deemed suitable. The expatriate earns a full leave if her/his contract was effective a month following the signing of the contract with the University. The University

Council is entitled to change the duration of the annual leave according to the academic calendar requirements. The leave duration may be shorter than what is agreed upon in writing between the two parties, and the University is entitled to specify the beginning and end dates of the leave, this does not include the duration of secondment, exceptional leave, or absences.

Article 33 Upon the request of the expatriate, and the recommendation of her/his work place, and approval of the University Rector the annual leave may be divided into not more than two periods, when it is extremely necessary, provided that each period is not be less than a third of the leave's duration and that one of the two leaves has to be taken during the same year for which s/he earned the leave.

Article 34

1. In accordance with the job requirements or upon the request of the expatriate, the University Rector is entitled to post pone the regular leave or part of it, provided that the postponement shall not exceed six months of the new academic year.

2. The University Rector may change the time of the expatriate's weekend holiday for the work's best interest.

3. The University Rector may cancel the regular leave or part of it upon the agreement of the expatriate, except in urgent cases. A compensation for such an act shall be a month salary for that year. In case of complete

cancellation of the leave, the expatriate shall be deprived of her/his individual travel ticket.

4. The University Rector may cancel all or part of the Eid Fitr and Eid Adha Holidays upon the expatriate's agreement except in urgent cases; the compensation shall be the cancelled leave's salary or its duration.

Article 35

The expatriate is entitled to a fully paid emergency leave that does not exceed 10 days per year, provided that it is deducted of her/his annual leave; tickets in this case are not due.

Article 36

Staff member and the like, is entitled to an unpaid exceptional leave for a period of time that does not exceed one semester for reasons approved by the University. This leave period shall not be counted as a break of the term of service, and the expatriate shall not deserve any of the benefits stated in the contract for that period.

Article 37

In cases of sickness that temporarily hinders the expatriate from performing her/his work is entitled to a fully paid sick leave for one month.

The leave may be extended for two more months with half the monthly salary. The expatriate is not entitled to a sick leave if the sickness or injury occurs at a time when s/he is on vacation outside the Kingdom, and is considered invalid by the end of the academic year in which it was due. If sickness results from or because of work, the expatriate is entitled to double the due sick leave. Provisions of the submission of sickness certificates and the duration of the sick leave are in compliance with Saudi employees' regulations.

Article 38

The female expatriate is entitled to a fully paid 45 day maternity leave on delivery and in case of the death of spouse a 4 months and 10 days 'edah' (mourning) leave is entitled for a muslim employee, and a month leave for non-muslim.

Article 39

During one year, the expatriate may combine more than one of her/his due leaves whenever s/he deserves it. Seventh: Delegation, Secondment, and Transference.

Article 40

The University Council may, in compliance with the regulations set forth by the Council, approve the delegation or secondment of the expatriate for a maximum period of 6 months, provided that the hosting institution shall be responsible for paying all financial dues. The expatriate's term of service shall not be broken, and is not entitled to an end of service remuneration regarding this period

Article 41

The University is entitled to transfer the expatriate to another position inside the University, or approve her/his transference from outside to the University according to the following conditions:

1. No Saudi personnel are available for the position to which s/he is being transferred.
2. The expatriate should have the necessary prerequisites needed for the position to which s/he is being transferred to.
3. The expatriate and the body from which s/he is being transferred should agree to the transference if it is from outside the University. The terms of the contract apply to the expatriate if the transference takes place before the end of the contract's period. Her/his status is modified at the end of the contract's period or the nearest contract year if the contract is for more than one year.

Article 42

If the transference is from a governmental body, the expatriate is entitled to the following:

1. The contract is considered valid regarding leaves of absence and term of service. The term of service is counted as years of experience for staff members and the like, as stipulated in Article (10) of the herein regulations.

2. As for the end of service allowance for the first contract it shall be paid by the previous employer and as defined in the contract, while the allowance for her/his University service is paid according to the herein Rules and Regulations. Eighth: Duties and Responsibilities

Article 43

The expatriate's duties and responsibilities are determined by the University rules and regulations and otherwise the executive regulations of the Social Service are applied.

Article 44

The expatriate who falls short in her/his duties shall be subject to the disciplinary regulations applied to University Saudi employees and to those stated in the herein Regulations.

Article 45

The expatriate and her/his family members should abide by the rules and regulations executed in the Kingdom, and must respect the traditions and customs of the Kingdom avoiding any interference with religious matters or political affairs. Ninth: Cancellation, Renewal and Termination

Article 46

If the expatriate fails to arrive to her/his work within fifteen days from the date specified by the University when signing the contract, the University is entitled to cancel the contract.

Article 47

A contract is automatically renewed provided that neither party submitted a written request to terminate the contract at least two months prior to the contract's end date.

Article 48

A contract is terminated prior to the specified date in the following cases:

1. Obtaining the Saudi nationality.

2. Acceptance of submitted resignation.

3. Insisting on resignation though not accepted by the University.

4. Absence from work for fifteen consecutive days or thirty days with breaks without legitimate excuse. The University shall then terminate the contract, and in which case, s/he is considered to be insisting on terminating the contract.

5. Cancelling the post.

6. Complete incapacitation.

7. Inefficiency.

8. Low standard performance.

9. Disciplinary termination based on University resolution.

10. Needs of public interest.

11. Convicted of a crime of moral turpitude.

12. Death.

13. If sickness leave exceeds the limit stipulated in Article (37) the expatriate is given round-trip tickets and retains the allowances s/he received.

Article 49

1. If the service is terminated due to items (3,4,9,11) of Article(48) expatriate shall be subject to the following: a. The expatriate (and family) has no right for round-trip tickets, end of service remuneration, leaves, and compensations. University Rector may make an exception and order round-trip tickets. b. If the contract's remaining period is six months or more, the housing allowance for that period should be given back as well as the furnishing allowance if the termination is at least six months before the end of the first year of the contract. c. The expatriate pays two months salary to the University if the contract is terminated due to items (3, 4) of Article (48) above mentioned.

2. Statement (b) of item (1) of this article is applicable to the expatriate whose contract was terminated according to item (2) of Article (48). 3. If the contract is terminated according to item (1) of Article (48), the expatriate (and family) has no right for round-trip tickets.

Article 50

In exceptional cases, the University Council may disregard the expatriate's payment of all or part of the expenses resulting from contract's cancellation or service termination according to the provisions of Article (48).

Article 51

1. The expatriate whose contract is terminated either for public best interest or cancellation of post shall receive two months salary as compensation. 2. In case of death, partial or complete incapacitation that prevents work performance, or in case of partial incapacitation that does not prevent work performance, the expatriate is subject to the provisions stated in the regulations of the Ministry of Civil Service, provided that death and incapacitation resulted from work.

Article 52

In case of the expatriate's death, the University shall bear all transportation expenses of the body and the family members to home country .If a family member dies, the University shall pay transportation expenses of the body and a two-way ticket to the expatriate.

Article 53

1. Considering the provisions of the Article (5), the University may hire a member previously employed in the Kingdom upon the agreement of former employer and provided that her/his termination was due resignation or cancellation of post, and that her/his performance report for the last working year is “very good” or better.

2. Hiring a member previously employed in the Kingdom is prohibited in the following cases: a) If s/he is terminated because of absence from work unless two years at least have passed since the termination of her/his service. b) If s/he is terminated for inefficiency. c) If s/he is terminated for public interest except upon the approval of the previous body that terminated his/ her contract. d) If s/he is terminated as a result of a disciplinary resolution from a court of law, or for criminal conviction, or according to the provisions of item (11) of Article (48). Tenth: General Provisions

Article 54

Rules and regulation stated herein are considered a complementary part of an employment contract according to Article three of the herein Regulations.

Article 55

1. These Regulations shall be in effect at issuance date, and shall have effect on all current contracts upon renewal. 2. Any previous expatriates acquired rights according to previous rules are reserved except those which contradict with the herein Regulations.

Article 56

Any unresolved conflict between the two parties for implementing the contract according to these Regulations and can not be amicably settled shall be passed to the Saudi court for a final judgment obliging both parties.

Article 57

University Council and Rector may delegate some of their powers as per the herein Regulations.

Article 58

University Council may set implementing rules that do not contradict with the herein Regulations.

Article 59

Any issue not stated in any of the provisions of the herein Rules and Regulations may be subject to the Statutes of the Higher Education Council, its implementing regulations and resolutions effective in the Kingdom.

Article 60

The Higher Education Council is entitled to interpret the herein Statutes and Regulations.