

Whether this contract is muqawala is under review. In Saudi Arabia muqawala is performing work for pay without the contractor being the employer's subordinate. That is Article 461 of the Civil Transactions Law. [1] Whether the service contract in front of you is muqawala or another nominate contract is under review with a lawyer. The equivalent in the UAE Civil Transactions Law now in force is under review. No article number. [2] Personal data: the guide, not article numbers in this file.

🔗 **Civil Transactions Law:** <https://laws.boe.gov.sa/BoeLaws/Laws/LawDetails/655fdb42-8c96-422b-b8c4-b04f0095c94c/1>

🔗 **UAE Civil Transactions Law:** <https://uaelegislation.gov.ae/en/legislations/4011>

Service agreement

A service agreement in the GCC: consulting, technology, marketing or software. Replace every [phrase in brackets] and delete the three variants that do not apply. This draft states no tax rate, no liability multiple and no notice period. The blanks are for the parties. This is a starting point. Have it reviewed by a lawyer licensed in the relevant jurisdiction before you use it.

Clause 1. Parties and scope

This agreement is between [service provider], commercial registration or ID [●] (the "Provider"), and [client], commercial registration or ID [●] (the "Client"), for one service only: [consulting / technology / marketing / software], described as [●]. The annex sets out the deliverables and the acceptance test.

Clause 2. Service level

- (a) Time to answer a request: [●]. Time to perform it: [●]. Periodic report: [●].
- (b) These times are what the parties agree. This page states no statutory time.

Clause 3. Deliverables and acceptance

The Provider delivers the items in the annex. The Client has [●] to review them. A deliverable is accepted if [acceptance is notified / the review period ends with no written objection]. An objection names the defect. This page states no statutory acceptance period.

Clause 4. Fees and invoicing

- (a) The fee is [●] [currency], invoiced every [●], and due within [●] of the invoice.
- (b) VAT: [applies at the rate in force / exempt / not applicable]. This draft states no rate.

Clause 5. Term and termination

The agreement starts on [date] and ends on [date], unless ended by written notice of [●]. The statutory notice, if the contract is muqawala, is under review. Do not copy a period into this blank from anywhere but the text.

Clause 6. Confidentiality

What one party learns in performing this agreement, and what is not public, stays confidential for [●] after it ends, and is not used for anything else. A standalone confidentiality contract, if the parties want one, is the [non-disclosure agreement](#), not this clause.

Clause 7. Ownership of the output

Ownership of the output: [passes to the Client when the fee is paid / stays with the Provider, with a licence for the Client to use it for [●]]. That is the parties' choice. This draft copies no intellectual-property rule.

Clause 8. Personal data

If either party processes personal data to perform the agreement, it follows the law that applies to it. The detail is in the [GCC data protection guide](#). This clause states no article number.

Clause 9. Liability cap

Each party's liability under this agreement does not exceed [●]. The cap does not cover what the parties exclude in writing: [fraud or wilful harm, or "no exclusion"]. This page states no statutory multiple.

Clause 10. Law and disputes

Law: [the GCC country the parties choose]

Disputes: [the courts of ● / arbitration ●]

Signature: Provider [●] · Client [●] · date [●]

Notes on Saudi Arabia

What was confirmed is the definition of muqawala. How this contract is characterised is under review. [1]

Point	Text
Definition	Muqawala is performing work for pay without the contractor being the employer's subordinate (Article 461). [1]
This contract	Whether it is muqawala or another nominate contract: under review. Do not build termination or warranty on that characterisation before the review.

Notes on the United Arab Emirates

The Civil Transactions Law in force is Federal Decree-Law No. 25 of 2025. It has applied since 1 June 2026. [2]

Point	Text
Muqawala equivalent	Under review. No article number.

Bahrain, Qatar, Kuwait and Oman

- Bahrain: under review. No article number.
- Qatar: under review. No article number.
- Kuwait: under review. No article number.
- Oman: under review. No article number.

Annex. Deliverables and acceptance

One row per deliverable. The parties write the acceptance test. This page states none.

Deliverable	Acceptance test	Date
[deliverable]	[acceptance test]	[date]
[●]	[●]	[●]
[●]	[●]	[●]

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Sources

[1] Bureau of Experts, Civil Transactions Law (Royal Decree No. M/191 of 29/11/1444H)
<https://laws.boe.gov.sa/BoeLaws/Laws/LawDetails/655fdb42-8c96-422b-b8c4-b04f0095c94c/1>

[2] UAE Legislation, Federal Decree-Law No. 25 of 2025 (Civil Transactions Law)
<https://uaelegislation.gov.ae/en/legislations/4011>