

Confidentiality & Non-Disclosure Agreement

THIS AGREEMENT is made as of the ____ of _____ 2009

BETWEEN:

- (1) **The American University of Beirut (“AUB”)**, a non-profit educational institution with offices in Bliss Street, Beirut; and
- (2) _____ with offices in _____.

PREAMBLE

WHEREAS AUB intends to use the copying and other reproduction services offered by _____;

WHEREAS _____ acknowledges the confidential nature of the materials that AUB intends to copy or reproduce using the services of _____; and

WHEREAS the above facts have necessitated the execution of this Confidentiality and Non-Disclosure Agreement;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The above Preamble shall constitute an integral part of this Agreement.

2. **Confidential Information:**

2.1 For the purpose of this Agreement “Confidential Information” means all information included in any documents and/or items with respect of which AUB uses _____’s copying and/or reproduction services, including but not limited to books, pictures, maps, reports, analyses, compilations, studies or any other documents provided or submitted to _____ by AUB, its employees, or agents.

2.2 If any information is requested or required to be disclosed by (i) any court of competent jurisdiction or any competent judicial, governmental, supervisory, or regulatory body; or (ii) any law or regulation of any country with jurisdiction over either Party’s affairs; then such disclosure shall not constitute a breach of the terms of subparagraph 3.2 below, provided that when _____ is requested to disclose, it shall, to the extent permitted by such law or regulatory body, promptly notify AUB in writing and cooperate with AUB regarding the timing and content of such disclosure or any action which AUB may reasonably elect to take to challenge the validity of such requirement.

3. **Undertakings:**

_____ undertakes to AUB that:

- 3.1. it will treat all the Confidential Information as private and confidential and safeguard it accordingly;
- 3.2. it will not disclose the Confidential Information to any person other than its employees or associates who are required in the course of their duties to receive it, which employees and associates shall be informed of the confidential nature of the information. _____ shall ensure that its employees and associates observe the terms of this Agreement and that they shall be responsible for any breach by such employees or associates;
- 3.3. _____ will not use, produce, transform or store any of the Confidential Information in an externally accessible computers or electronic information retrieval system or transmit it in any form or by any means whatsoever outside its usual place of business except as expressly instructed by AUB.

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3.4. _____ will immediately return to AUB upon completion of the required services or as otherwise requested by AUB all of the Confidential Information which is in any physical form (including electronic and all copies) and/or will destroy same as instructed by AUB, except to the extent required by law; and

3.5. Without limiting the above clauses, _____ shall not use the Confidential Information directly or indirectly to procure, or help a third party to directly or indirectly procure, any advantage.

4. Remedies for the Breach:

In the event of disclosure of the Confidential Information to a third party and/or breach of any clause of this Agreement by either _____, its employees/associates, AUB shall be entitled to receive from _____ full compensation of AUB’s actual and probable losses or injuries caused by such disclosure/breach as ordered by a court of law having jurisdiction.

5. Term:

This Agreement shall take effect from the date of its signing and shall remain in force for a period of five (5) years. However, the obligation of _____ with respect to the Confidential Information shall continue for so long as allowed/permitted by such applicable laws.

6. No License To Use:

_____ shall not acquire any intellectual property rights under this Agreement. _____ hereby acknowledges that, the Confidential Information and all related copyrights and other intellectual property rights are (and at all times will be) the property of AUB as disclosing party.

7. General Provisions:

- 7.1. This Agreement sets forth the entire understanding of the Parties regarding confidentiality.
- 7.2. Any amendments must be in writing and signed by both Parties.
- 7.3. This Agreement shall not be assignable by either Party, and neither Party may delegate its duties under this Agreement, without the prior written consent of the other Party.

8. Governing Law & Jurisdiction:

This Agreement shall be governed by and construed in accordance with Lebanese laws and the courts in Beirut shall have exclusive jurisdiction for all matters arising under this Agreement.

IN WITNESS WHEREOF THE PARTIES, hereto have caused this Agreement to be duly executed on the day and year first hereinabove written.

FIRST PARTY

SECOND PARTY

By: _____

By: _____

Name: _____

Name: _____