

APPENDIX II

CONSULTANCY SERVICE AGREEMENT

This agreement is made this ____ day of _____ 200__ by and between the American University of Beirut (hereinafter called "AUB") and represented by _____; and _____ (hereinafter called "the consultant").

Witnesseth:

Whereas, the consultant is knowledgeable with respect to and experienced in _____; and

Whereas, the consultant is ready, able, and willing to provide consultancy and advisory services to AUB within his/her field of expertise, and has submitted to AUB a proposal to that effect; and

Whereas, AUB has accepted the said proposal (copy attached) on the terms and conditions herein stated;

Now therefore, the parties have agreed to the following:

1. The preamble to this agreement is an integral part thereof.
2. The agreement shall be for a period of _____ as of the date of signature thereof. Any extension or renewal thereof shall be renegotiated depending on the experience gained.
3. The consultant shall hold him/herself available to render and shall render consulting services on the following:

- _____
- _____
- _____
- _____

The consultant shall render such services conscientiously and shall exert his/her best efforts and abilities thereto, it being acknowledged that the consultant's services shall be performed at such places and at such times that are reasonably convenient to the consultant.

4. Subject to the timely and satisfactory completion of the services hereunder, AUB will pay the consultant an all inclusive lump sum of \$_____ (US dollars

_____) which may be payable in instalments by mutual consent, depending on the progress of the work and subject to the submission of an invoice. Payment(s) may include any additional expenses which have been explicitly agreed upon in the agreement, subject to any statutory deductions under any applicable law(s).

No other payment or compensation whatsoever shall be due to the consultant by AUB.

5. In all things undertaken by the parties hereunder during the period of this agreement or any extension or renewal thereof, the consultant shall be and shall remain a self-employed independent contractor, and not the agent or employee of AUB, and shall be responsible for paying any and all taxes due and contributions that arise from any moneys earned under this agreement. In no circumstance shall AUB be liable to reimburse the consultant for any such taxes paid or for health or life insurance, educational or other benefits, and/or any social security and other taxes paid in relation with the performance of this agreement or the earnings derived therefrom.

It is understood by the parties that AUB shall have the right at all times to appoint any other person(s) or company(ies) to carry out the same services offered by the consultant under this agreement.

6. All knowledge and information which the consultant may acquire from AUB, its employees, consultants, and agents, or on AUB premises or otherwise, in the course of his/her performance of the services hereunder shall not be disclosed to others by the consultant, except with the written approval of AUB. All literature, materials, manuals, bulletins, and other data furnished to the consultant, and copies of the same, shall be and shall remain the property of AUB and shall be returned to AUB upon the expiration or termination of this agreement. All materials resulting from this agreement shall be and shall remain the exclusive property of AUB.
7. This agreement shall not be assignable by the consultant without the prior written consent of AUB.
8. AUB has the right, at any time either during the term of this agreement or any extension or renewal thereof, to terminate this agreement for any reason whatsoever by giving one month notice to the consultant specifying the effective date of termination, without incurring any liability therefore, except for any already approved incurred expenses.

Either party shall notify the other party of any breach of any term or condition of this agreement. Any failure to promptly remedy or rectify such breach will entitle the other party to cancel the agreement upon _____ days written notice.

9. In case the obligations under this agreement become either impossible or very difficult to perform, wholly or partly, due to force majeure, this agreement shall be

automatically suspended for the length of the force majeure. Should, however, force majeure continue for a period exceeding one month, then this agreement will be considered as terminated without need for any notification. The parties will, however, endeavour to give notice to each other in this respect.

10. Any notice required or permitted to be given hereunder shall be sufficient if in writing, and if sent by mail, fax, or e-mail, addressed as follows:

If to AUB:

Attention:

If to the consultant:

11. This Agreement sets forth the entire agreement between the parties. The signing of this agreement constitutes their mutual recognition that no other contract or agreement, oral or written, exists between them, and that, if any such oral or written contracts or agreements exist, such are hereby cancelled. The consultant hereby represents to AUB that he/she will not rely upon any agreement or understating not reduced to writing and incorporated in this agreement prior to the execution hereof.

12. The validity, construction, interpretation, performance, termination, or any other dispute or litigation that may arise out of or in connection with this agreement shall be exclusively governed by the Lebanese Code of Obligations and Contracts and shall be settled exclusively by the courts of Beirut, Lebanon.

In witness whereof, the parties hereto have signed this agreement in duplicate the day and year first written.

On behalf of AUB:

On behalf of the consultant:

Name: _____

Name: _____

Signature: _____

Signature: _____

Name: _____

Signature: _____