

APPENDIX III

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made this ____ day of _____ 200__ by and between the American University of Beirut (hereinafter called "AUB") represented by _____ on one hand; and _____ (hereinafter called "the contractor") on the other hand;

Witnesseth:

Whereas, AUB has accepted the contractor's proposal on the terms and conditions herein stated;

Now therefore, the parties have agreed to the following:

1. The preamble and appendix(es) to this agreement are an integral part thereof.
2. The contractor shall hold him/herself available to render, and shall render, the following services:

During the term of this agreement, the contractor shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary perform the required duties in a timely, satisfactory, and productive manner.

The contractor's services shall be performed at such places and at such times that are reasonably convenient to the contractor.

3. Subject to the timely and satisfactory completion of the services hereunder, AUB will pay the contractor an all inclusive lump sum of \$_____ (US dollars _____) per month throughout the terms of this agreement which may be payable in installments by mutual consent depending on the progress of the work and subject to the submission of an invoice. Payment(s) may include any expenses which have been pre-approved in writing by AUB, subject to any statutory deductions under any applicable law(s).

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

4. The engagement of the contractor hereunder shall commence upon execution of this agreement and shall continue in full force and effect through (date) or earlier upon the satisfactory completion of the contractor's duties under this agreement as acknowledged in writing by AUB.
5. AUB may request that progress reports or any other form of reporting be provided by the contractor on a regular basis, whether daily, weekly, or monthly. Reporting shall set forth such information and data as is reasonably requested by AUB.
6. In all things undertaken by the parties hereunder during the period of this agreement or any extension or renewal thereof, the contractor 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 contractor 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. The contractor shall have no claim against AUB hereunder or otherwise for vacation pay, sick leave, retirement benefits, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

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

7. All knowledge and information which the contractor 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 contractor, except with the written approval of AUB. All literature, materials, manuals, bulletins, and other data furnished to the contractor, 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.
8. This agreement shall not be assignable by the contractor without the prior written consent of AUB.
9. 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 contractor, specifying the effective date of termination, without incurring any liability therefore, except for any already approved incurred expenses. In such a case, AUB will not be liable for the fees that were due for the remaining term of the Agreement.

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 forthwith.

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 contractor:

11. This agreement and its appendix(ces) 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 contract(s) or agreement(s) exist, such are hereby cancelled. The contractor 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. Stamp duty payable with respect to this agreement shall be divided equally between both parties.

On behalf of AUB:

The Contractor:

Name: _____

Name: _____

Signature: _____

Signature: _____

Name: _____

Signature: _____