

SELECTING PROFESSIONAL SERVICES POLICY

Table of Contents

[Section 1 - Policy Considerations](#)

[Section 2 - Policy](#)

[Section 3 - Applicability](#)

[Section 4 - Procedures](#)

[Appendix I - Coaching Service Agreement](#)

[Appendix II - Consulting Service Agreement](#)

[Appendix III - Independent Contractor Agreement](#)

[Appendix IV - Temporary Appointment](#)

[Appendix V - Contract Renewal Recommendation Form](#)

[Appendix VI - Contract Review Checklist](#)

[Appendix VII - Confidentiality and Non-Disclosure Agreement](#)

[Back to Top](#)

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For any comments, feedback, or query, please contact: policies@aub.edu.lb.
Last updated on: June 30, 2009

Section 1 - Policy Considerations

The University has clearly defined policies for the purchase of material goods and tendering for contracts and services. When the University's needs can be clearly specified, a tender is issued and bids from suppliers/service providers who meet the specifications are considered, with the contract normally being awarded to the lowest bidder.

However, professional services fall into a different category from the more common purchases of goods and services. The choice of a professional consultant involves consideration of many issues, only one of which is the price. The evaluation of a consultant's proposal may be subjective, and it is important that the evaluation process be clearly established at the outset.

[Back to Top](#)

Section 2 - Policy

It is the policy of the University to select consultants to provide professional services openly and in accordance with sound business principles and ethical practices. This policy does not apply to consultants appointed by the Board of Trustees or a committee of the board. Any exceptions to this policy must be approved by the president.

The following procedures for the selection and appointment of consultants to provide professional services shall be followed to ensure that the selection process is consistent with university policy and meets the requirements of outside funding agencies, if applicable.

[Back to Top](#)

Section 3 – Applicability

The policy shall be applied as follows:

1. Contract Value

- a. **Value Below \$20,000:** where the total value of the professional services contract does not exceed \$20,000, the selection and appointment of the consultants may be made by the head of the administrative unit, or academic dean of the faculty concerned, subject to the approval of the comptroller.
- b. **Value Between \$20,000 - \$50,000:** where the total value of the professional services contract exceeds \$20,000 but does not exceed \$50,000, the provost or a vice president shall approve the selection and appointment of the consultants, subject to the approval of the comptroller.
- c. **Value Over \$50,000:** where the value of the professional services contract is expected to exceed \$50,000, the president and either the provost or a vice president shall approve the selection and appointment of the consultants following the procedures set below.

2. **Restricted Funds:** where the funding for the professional services is received from an external source (e.g., AID), all rules, regulations, restrictions, or covenants applicable to the expenditure of such funds shall be observed in addition to compliance with the University procedures.

3. **Scope:** this policy shall apply to the appointment of consultants for professional services, including, but not limited to:

- a. Actuarial services.
- b. Architectural and engineering services.
- c. Advertising and publicity.
- d. Audit and accountancy services.
- e. Management information systems training and implementation.
- f. Staff or course development.
- g. Management services.
- h. Maintenance services.
- i. Agreements for supply of labor.

4. **Contract Review Committee:** a committee shall be established by the president with the mandate to review all contracts for professional services and consultancy work (excluding contracts established by special resolution of the Board of Trustees). The committee shall meet annually or as more frequently as needed to review all such contracts and shall make recommendations on the extension, renewal, or termination of such contracts. This shall apply mutatis mutandis to existing contracts. The committee shall be consulted where there is doubt as to whether or not the professional services under review fall within the scope of this policy.

Section 4 - Procedures

For the engagement of consultants to provide professional services of value exceeding \$50,000:

- 1. Selection Committee:** a selection committee consisting of not less than three persons shall be appointed by the provost, a vice president, or the president. It will determine the criteria for pre-qualifying the consultants before publishing an advertisement or issuing an invitation to the consultants, and will review proposals and make recommendations to the president on the appointment of consultants.
- 2. Public Advertisement:** whenever the University seeks to engage a third party to provide consultancy services or to render professional services, the requirements shall be advertised in the AUB web pages, and, as may be appropriate, in the public media.
- 3. By Invitation:** in order to ensure that a variety of consultants submit alternative proposals, the selection committee may, in addition to public advertisement, invite selected consultants to submit proposals within established deadlines.
- 4. Proposals and Fees Quotations:** fee quotations shall be submitted separately from the proposals for the provision of consultancy work or professional services. Before proceeding with the evaluation process, the selection committee shall determine whether or not the fee quotations are to be taken into consideration in the evaluation of the proposals and at what point in the process all or any of the fee quotations shall be opened.
- 5. Evaluations:** the selection committee should first estimate the market value of the requested services and establish the criteria for evaluating the proposals. Upon receipt of the consultants' proposals, the committee shall review and rank them in accordance with the predetermined method. The committee may, then, shortlist the top proposals and may request formal presentations from all or any of the short listed consultants.

The University reserves the right to select the consultant who best satisfies the set criteria and whose price falls within the acceptable set limits. The University also reserves the right to negotiate fees with the first ranked consultants.
- 6. Right to Refuse:** the University reserves the right to refuse any proposal, without giving reasons thereof.
- 7. Duration of Contract:** contracts are normally awarded for a predetermined scope of work or for a fixed term.
- 8. Templates:** five standard forms of contract ([Coaching Services](#), [Consultancy Services \(Firms\)](#), [Freelance Agreement](#), [Temporary Appointment](#), and [Confidentiality and Non-Disclosure Agreement](#)) have been developed and may be used as templates. The Consultancy Services (Firms) template is used for contracts with established entities, while the other templates are for contracts with individuals. The [Contract Review Checklist](#) is used to verify the existence of the various elements of a contract.
- 9. Legal Review:** the University's lawyers shall review all contracts before they are signed by the University.

10. Signatories: all contracts shall be signed by two persons in accordance with the provisions specified under the section: Applicability, Contract Value, Sections a, b, and c.

N.B.: Before signing, the signatories should ensure that the contract has been reviewed by all the concerned parties, e.g., EHSRM, PPD, etc.

11. Copies

- a. First original: Contractor.
- b. Second original: Human Resources for coaching services and temporary appointment agreements, or Business Services for other agreements.
- c. First copy: Department issuing the contract.
- d. Second copy: Comptroller's Office.

12. Renewals: the head of the department that is the primary beneficiary of a contract to be renewed shall initiate the renewal process by evaluating his or her satisfaction with the services received and justifying any changes to the current contract, using a [Contract Renewal Form](#).

[Back to Top](#)

APPENDIX I COACHING SERVICE AGREEMENT

(To download this appendix in Word format, [click here](#))

This agreement, made this _____ day of _____ 200__, by and between the American University of Beirut (hereinafter referred to as "AUB") and _____ (hereinafter referred to as " the coach"),

Witnesseth:

Whereas, AUB has made available to its students the use of various sport facilities on its campus; and

Whereas, the coach is a skilled trainer in _____ and is willing to act as coach;
(indicate type of sport)

Now therefore, the parties hereto agree to the following:

1. The coach agrees to act as _____ coach as may be needed during the academic year starting October ____, 200__ and ending June ____, 200__.
2. AUB agrees to pay the coach Lebanese pounds _____ for each coaching session. Payment will be made based on approved payment vouchers, subject to withholding tax as stipulated in clause 6 below.
3. The coaching services consist of a number of coaching sessions per month varying between five and eight, each session being of one hour and a half. The days and hours of coaching will be jointly agreed upon between the coach and AUB's director of athletics at the beginning of each academic semester.
4. The coach will train the students engaged in _____ practice as he/she personally deems it fit, and will exert his/her best efforts to this end.
5. It is clearly agreed and understood that the services of the coach hereunder are those of an independent contractor as defined in paragraph 3 of Article 624 of the Lebanese Code of Obligations and Contracts.

It is also agreed and understood that the coach is not governed by the internal regulations applied to AUB's employees. However, the coach will observe the security, safety, and other rules applicable to those who have access to AUB campus.

It is further agreed and understood that the coach is not entitled to any paid vacation or any terminal or other benefits.

6. Short of the coach submitting an official evidence emanating from the tax authorities to the effect that he/she pays in person his/her income tax, AUB will withhold the tax on each payment made to him/her according to Articles 41 and 42 of the Income Tax Law.

7. This agreement automatically terminates on _____. This is a sufficient notice to that effect.
8. 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 coach hereby represents to AUB that he/she will not rely upon any agreement or understanding not reduced to writing and incorporated in this agreement prior to the execution hereof.
9. This agreement will remain in effect during the academic year specified in clause 1 above, as long as the coach provides his/her coaching services.
10. 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.

On behalf of AUB:

On behalf of the coach:

Name: _____

Name: _____

Signature: _____

Signature: _____

Name: _____

Signature: _____

[Back to Top](#)

APPENDIX II CONSULTANCY SERVICE AGREEMENT

(To download this appendix in Word format, [click here](#))

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 installments 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, endeavor 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: _____

[Back to Top](#)

APPENDIX III INDEPENDENT CONTRACTOR AGREEMENT

(To download this appendix in Word format, [click here](#))

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) set 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: _____

[Back to Top](#)

**APPENDIX IV
TEMPORARY APPOINTMENT**

(To download this appendix in Word format, [click here](#))

EXHIBIT D

AMERICAN UNIVERSITY OF
BEIRUT
BEIRUT, LEBANON

الجامعة الاميركية في بيروت
بيروت – لبنان

Letter of Temporary Appointment

كتاب تعيين لمدة محدودة

Nature of job: temporary طبيعة العمل: مؤقت

Period of appointment: effective: _____ : فترة التعيين: ابتداء من: _____
until: _____ : لغاية: _____

Name of appointee: _____ : اسم المعين: _____

You are hereby engaged as _____ : إننا نعينكم بموجب هذا الكتاب بصفة _____
in the Department of _____ : وبيد أتعاب قدره _____
with a monthly compensation of LL _____ . ل.ل. _____

It is understood and agreed that since the job for which you were appointed is of a temporary nature, you will not be entitled to receive from the University any benefits or compensation other than your monthly compensation stated above.

من المعلوم والمتفق عليه انه نظرا لان العمل الذي عينتم من اجله هو مؤقت بطبيعته، فإنكم لن تستحقوا بخلاف بدل الاتعاب المذكور اعلاه أية منافع أو تعويضات أخرى.

In accepting appointment, you undertake to abide by the University regulations and the laws in force.

كذلك فإنكم بموافقتكم على العمل تتعهدون بالتقيد بالأنظمة المعمول بها في الجامعة الاميركية في بيروت والقوانين المرعية الإجراء.

Read and accepted _____ : موافق: _____
Appointee's signature توقيع المعين

Date: _____ : التاريخ: _____

Director of personnel _____ : مدير شؤون الموظفين
Date: _____ : التاريخ: _____

[Back to Top](#)

**APPENDIX V
CONTRACT RENEWAL RECOMMENDATION FORM**

(To download this appendix in Word format, [click here](#))

Contractor/Company Name : _____
Scope of Contract : _____
Current Contract Period : From _____ To _____
Department _____
Name of Person in Charge of Contract _____
Title _____
Remarks (Quality of services delivered, competitive situation, any proposed changes to the terms of contract, etc.) _____ _____ _____ _____ _____ _____
Recommended for Renewal? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, I recommend Renewal From _____ To _____
Signature _____ Date _____

[Back to Top](#)

**APPENDIX VI
CONTRACT REVIEW CHECKLIST**

REF: _____

(To download this appendix in Word format, [click here](#))

Check ✓ if OK:

- Existence of a start date.
- Existence of an expiry date.
- Existence of the contract signature dates.
- Value of the contract is explicit.
- Schedule of payment is explicit.
- Method of payment is explicit.
- Contract is signed by the authorized persons from both parties.
- Stamps are affixed on each original copy of the contract and are signed over, or stamp duty is settled at the Ministry of Finance within the statutory deadline, as applicable.
- Attached documents (if any) are co-signed by persons at appropriate levels from both parties.
- Insurance policy exists (if required).
- Renewal clause is explicit and clear.
- Termination clause is explicit and clear.
- Approval of legal counsel exists.
- Confidentiality clause exists (if required).
- Justification for renewal exists (if applicable).
- _____
- _____
- _____

Reviewed by Contract Review Committee Member:

Name: _____

Date: _____

Signature: _____

[Back to Top](#)

APPENDIX VII CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(To download this appendix in Word format, [click here](#))

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 [●].

P R E A M B L E

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;

N O W I T I S H E R E B Y A G R E E D A S F O L L O W S :

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.
- 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: _____

[Back to Top](#)