**Services Agreement**

This Services Agreement (this "Agreement") dated and to be effective as of **...................** (the “Effective Date”), is concluded by and between:

1. **The American University in Cairo‏,** located at AUC Avenue, 5th Settlement, New Cairo, Cairo Governorate. Represented in this Agreement by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_In her capacity as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as “the AUC”**

1. **Mr./ Ms. ...........................................................**, **.......................** National, holder of I.D No. **....................** / Passport No. **....................**, issued on **............................**, residing at **…..........................................………...**, **........................**

**Hereinafter referred to as “the Service Provider”**

**Hereinafter collectively referred to as “the Parties”**

**Recitals**

**Whereas,** the AUC wishes to appoint the Service Provider as an outsource to render the services mentioned in Annex 1 attached hereto (the “Services”); and,

**Whereas,** the Service Provider is engaged in the business of providing services of the same nature and quality as the Services, acknowledges that he/she possesses the appropriate level of knowledge necessary to provide the Services with excellence, and accepts to render the Services required by the AUC upon the terms and subject to the conditions set forth herein.

**Now therefore,** the Parties hereto, intending to be legally bound, do hereby agree as follows:

**Terms**

**Article 1**

**Integration**

The above mentioned Recitals and the attached Annexshall be considered integral parts of this Agreement and shall have the same force of the Articles included herein.

**Article 2**

**Remuneration and Payment**

2.1 In consideration of the Services provided by the Service Provider under this Agreement, the AUC shall pay the Service Provider an amount of **…………………… (……................................……** Egyptian Pounds)) per month or day or hour or onetime payment. The Service provider must submit a monthly sheet outlining the deliverables performed during the month for which payment is requested to the disbursement unit at the controller office.

2.2 The above amount shall cover any extra services resulting from the AUC’s extending the scope of the Services or changing their contents.

2.3 If payment is not made as specified, the Service Provider is entitled to stop providing his/her services until payment has been effected.

2.4 The above amount is gross and it is subject to applicable tax withholdings according to the applicable laws & Regulations.

**Article 3**

**Term and Termination**

3.1 The term of this Agreement commences on the Effective Date and expires on **.............................** unless sooner terminated as provided herein. This Agreement may not be renewed for other term(s) except by both parties’ prior written consent.

3.2 In the event that the Service Provider commits a material breach or default under this Agreement, the Agreement will be terminated *ipso facto* without a need for serving a notice or obtaining a verdict.

3.3 The AUC has the right to terminate this Agreement at any time without the Service Provider’s breach by serving 3 days’ prior written notice. In such case, the AUC shall make all payments for the Services provided up to the date of termination.

**Article 4**

**Performance of Services**

4.1 The Service Provider shall perform the Services with due diligence and in a safe, workmanlike and professional manner, according to good industry practice.

4.2 The Service Provider acknowledges that the completion of the Services within the time frame mutually agreed upon by the Parties, is vital to the interest of the AUC.

4.3 The Service Provider may not use any trademark, logo, or other intellectual property right owned by the AUC.

4.4 Failure to comply with any of the sub-articles of Article 4 constitutes a material breach to this Agreement.

**Article 5**

**Performance Reviews**

The Parties shall meet whenever required to review the Services being performed comprehensively. If the AUC determines that the Service Provider has not satisfactorily performed the Services, the AUC will have the right to deduct part of the Service Provider’s Remuneration as agreed damages provided that the default is not caused due to any reason attributable to the AUC.

**Article 6**

**Adherence to Laws**

6.1 The Service Provider undertakes that in carrying out his/her duties and responsibilities under this Agreement, he/she will not undertake any activity which either (i) is illegal under any laws or regulations in effect in either the Arab Republic of Egypt or any other country in which the AUC has a business interest or violates the AUC’s internal policiesو including but not limited to, “Drug and Alcohol-Free Workplace Policy”; or (ii) would have the effect of causing the AUC to be in violation of any laws or regulations in effect in either the Arab Republic of Egypt or any other country in which the AUC has a business interest.

6.2 The Service Provider acknowledges that his/her signature on this Agreement does not constitute a violation to any applicable laws or regulations into force in the Arab Republic of Egypt, or any valid contractual obligation in which the Service Provider is a party.

6.3 Failure to comply with any of the sub-articles of Article 6 constitutes a material breach to this Agreement.

**Article 7**

**Confidentiality**

7.1 The Service Provider acknowledges that all information belonging to the AUC is confidential therefore it is necessary that:

1. The Service Provider shall maintain the secrecy and confidentiality of the AUC’s information and shall never disclose any of it to any third party.
2. The Service Provider may not use the AUC’s information for any purpose other than the specified in this Agreement.
3. All Information disclosed to or provided by the Service Provider in respect of this Agreement will remain in the sole ownership of the AUC.
4. Final reports and output related to this Agreement are the AUC’s property, and the Service Provider is obliged not to circulate or use them in any other way without obtaining the prior written consent of the AUC.

7.2 Failure to comply with the provisions of this article constitutes a material breach to this Agreement.

**Article 8**

**Intellectual Property**

The Service Provider acknowledges and agrees that any and all work product and intellectual property developed, created or provided by him/her as a result of the performance of the Services are the sole and exclusive property of AUC and are works made for hire.

**Article 9**

**Correspondence**

Any communication or notice given under this Agreement must be in writing, and must be served by delivering it personally against acknowledgment of receipt or sending it by registered mail to the addresses set out at the beginning of this Agreement or via email to the addresses mentioned below. Each of the parties shall notify the other party immediately of any change or amendments to the addresses stipulated in this Agreement.

AUC’s e-mail: ………………………………

Service Provider’s e-mail: ...........................................

**Article 10**

**Relationship of the Parties**

The Service Provider is an independent contractor under this Agreement. He/She is not considered as an employee of the AUC and will not be entitled to participate in or receive any benefit or right as the AUC’s employee under any of the AUC’s employee benefit and welfare plans, including, without limitations, employee insurance, pension, savings and security plans.

**Article 11**

**Entire Agreement**

This Agreement contains the entire agreement between the parties, supersedes, and replaces any oral or written communications made between the parties relating to the subject matter of this Agreement.

**Article 12**

**Assignment**

This Agreement, and the Service Provider’s responsibilities under it, may not be assigned or subcontracted by the Service Provider without the prior written consent of the AUC. Failure to comply with this Article constitutes a material breach to this Agreement.

**Article 13**

**Governing Law and Jurisdiction**

The validity, interpretations and the effects of this Agreement shall be governed by the Egyptian Law and in case that any dispute arises out of the implementation of the Agreement the Egyptian Courts shall have jurisdiction.

**Article 14**

**Agreement Copies**

This Agreement is executed in two identical copies, one for each party to implement its terms.

**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement by their respective duly authorized representatives.

**Signed on behalf of the AUC by:**

Name: ……………………………………………

Signature: .………………………………………

**Signed by the Service Provider:**

Name: …………………………………………

Signature:…………………………………

**Annex 1**

**The Services**

**Department/ Office Name:**

**Cost Center:**

**Service Provider Title:**

**Name of director / unit head authorizing the agreement:**

**The Services:**

**Approved on behalf of Department’s name**

Name: ……………………………………

Signature: .…………………………………

**Area Head/ Dean**

Name: ……………………………………………

Signature:.………………………………………