

**Professional Services and Consultancy  
Agreement**

This Professional Services and Consulting Agreement ("**Agreement**") dated -----2011 and to be effective as of the ..... of ..... 2011 (the "Effective Date") is concluded by and between:

**1- (ABC) - American University in Cairo**, located at AUC Avenue, 5th Settlement, New Cairo, Helwan Governorate. Represented in this Agreement by Dr..... in his capacity as the director of the Institute.

**Hereinafter referred to as "....."**

**2- (XYZ) - (service provider name)**, ..... National, holder of I.D./ Passport No. ...., issued on ....., residing at .....

**Hereinafter referred to as "....."**

**Recitals**

**Whereas**, (ABC) is one of the American University in Cairo ("AUC") Institutes committed to provide high quality educational opportunities.... and its mission is.....

**Whereas**, (ABC) aims to deliver ( ex: program name and caliber of trainees);

**Whereas**, the (ABC) desires to hire the Professor as an outsource to render the services upon the terms and subject to the conditions set forth herein; and,

**Whereas**, (XYZ) is (an experienced ..... with relevant professional and academic credentials) and thus accepted to render the services required by (ABC) upon the terms and subject to the conditions set forth herein.

**Now therefore**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

**Terms**

**Article 1  
Integration**

The above Recitals and the attached annexes shall be deemed and considered an integral part of this Agreement and shall have the same force of the Articles included herein.

**Article 2  
Scope of Services**

2.1 Subject to the terms and conditions of this Agreement, (ABC) hereby retains the ..... as an experienced ..... to perform the services as set out in Annex 1 attached to this Agreement (the "Services"). The (service provider) shall render the Services at such times and places specified hereinafter as follows:

Venue	Start date	End date	No. of days	Hours per day

2.2 (ABC) may reschedule the (program/activity) within (no#...) days before the start date mentioned in section 2.1 above if minimum number of applicants is not met. New dates will be worked out in collaboration with the (service provider..). No payments will be made to the (service provider..) if cancellation or rescheduling is made (no#..) days before the start date. However, if cancelation is made before the start date by less than (no#..) days, (ABC) will only pay the cancelation fee of the (....)(if applicable).

**Article 3  
Remuneration and Payment**

3.1 In consideration of the Services provided by the (service provider) under this Agreement, (ABC) shall pay the (service provider..) the below mentioned total amount within (... weeks) after the full and satisfactory completion of the Services.

No. of days	Amount per day	Currency	Total Amount

3.2 The (service provider..) shall receive the benefits specifically mentioned in Annex 2 attached to this Agreement as part of his/her remuneration.

3.3 The above amount includes compensation for any required preparation or follow up work that is required.

3.4 The above amounts are gross and they are subject to applicable withholdings.

**Article 4  
Term and Termination**

4.1 The term of this Agreement shall begin on the Effective Date and will continue in effect until the end date mentioned in Article 2 above unless sooner terminated as provided herein. The Agreement shall not be renewed unless a new written agreement is concluded between the parties.

4.2 This Agreement may be terminated by (ABC) at any time in the event that the (service provider) commits a material breach or default under this Agreement and/ or the applicable laws, which breach or default is not remedied within five (no#) days after (ABC) has given the (service provider) a written notice thereof.

## **Article 5 Performance of Services**

The ( service provider) hereby agrees that he/she will devote as much of its business time and effort to the provision of the Services as is reasonably required for the prompt and efficient accomplishment of the Services.

## **Article 6 Adherence to Laws**

6.1 The ( service provider) agrees that in carrying out his/her duties and responsibilities under this Agreement, he/she will neither undertake nor cause, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in the Arab Republic of Egypt; or (ii) would have the effect of causing (ABC) or AUC to be in violation of any laws, decrees, rules, or regulations in effect in the Arab Republic of Egypt.

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

## **Article 7 IEE's Contribution**

7.1 (ABC) shall provide in timely and professional manner complete and accurate information requested by the Professor to enable him/her to perform the Services.

7.2 Upon termination of this Agreement the ( service provider) undertakes to return all materials, tools, devices, equipments and documents owned and/or handed over by (ABC) and/or AUC to him/her.

## **Article 8 Confidentiality**

8.1 The ( service provider) acknowledges that he/she shall not disclose to any third party any technical information, business secrets or other information received or obtained from ABC, AUC or any third party in connection with the Services and/or this Agreement without (ABC's) prior written consent. Disclosure of any confidential information is considered a material breach to this Agreement.

8.2 The preceding sub article shall survive the cancellation or termination of this Agreement, except where (ABC's) prior written consent is obtained.

## **Article 9 Intellectual Property**

It is agreed and the (service provider) agrees that any and all inventions and discoveries, whether or not patentable, which the (service provider) conceives and/or makes during the term of this Agreement and which are a direct result of his/her consulting with (ABC) under this Agreement and/or a direct result of confidential information received from (ABC) shall be the property of (ABC). The Professor further agrees that he/she will, upon request by (ABC), promptly execute all applications, assignments, or other instruments which (ABC) shall deem necessary or useful in order to apply for and obtain Patent Letters in Egypt and any other countries for such inventions and discoveries. It is understood that (ABC) will bear the cost of any such patent filing and prosecution.

#### **Article 10 Indemnification**

The (service provider) shall indemnify and hold the (ABC) and AUC harmless from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses, including but not limited to attorneys' fees, arising out of or resulting from the (service provider's) performance and/or nonperformance of his/her obligations under this Agreement.

#### **Article 11 Relationship of the Parties**

The (service provider) is an independent contractor under this Agreement. He/ She is neither an employee of (ABC) nor AUC and will not be entitled to participate in or receive any benefit or right as a (ABC's) or AUC's employee under any (ABC's) or AUC's employee benefit and welfare plans, including, without limitations, employee insurance, pension, savings and security plans as a result of his/ her entering into this Agreement.

#### **Article 12 Entire Agreement**

The parties agree that this Agreement shall be the final agreement governing all aspects of the relationship between them and shall supersede any other oral agreement or document signed on this subject matter.

#### **Article 13 Governing Law and Jurisdiction**

##### 13.1 Applicable Law:

The validity, interpretations and the effects of this Agreement shall be governed by the Egyptian Law.

##### 13.2 Amicable Settlement:

The parties shall make every reasonable effort to resolve any disputes arising out of this Agreement or relating to it amicably through a three-person peer committee jointly selected.

##### 13.3 Dispute Resolution:

In case that any dispute arises out of the implementation of the Agreement and the parties fail to settle it amicably, the Egyptian Courts shall have the competent jurisdiction thereof.

**Article 14**  
**Counterparts**

This Agreement is executed in two counterparts, each of which will be an original, and both of which, when taken together, shall constitute one and the same instrument.

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

**(First party)**

**(second party)**

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