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Lebanese University

**Agreement Between
The American University of Beirut (AUB)
and
The Lebanese University**

This Agreement (the "Agreement") is made by and between:

The American University of Beirut (AUB), Department of Family Medicine, a non-profit corporation organized and existing under the laws of the State of New York, U.S.A, hereby represented by Dr. Fadlo Khuri in his capacity as President of the American University of Beirut

AND

The Lebanese University (LU) is a public institution for higher education, represented by Professor Fouad Ayoub, in his capacity as President of the Lebanese University, Address: Museum Street- Central administration, Beirut, Lebanon BP: 14/6573.

This parties hereto have agreed that the Lebanese University shall collaborate with the department of family medicine at the American University of Beirut in the delivery of the training program for general practitioners as part of the contract signed between the Lebanese University and the Ministry of Public Health (copy of the contract attached).

This Agreement shall be effective as of the date of the last signature below, and will remain into effect until completion of the training program set out in Annex A hereto.

I. Roles and Responsibilities of the Parties

A. Department of Family Medicine, American University of Beirut Medical Center:

1. To develop the training material of the program
2. To conduct the actual training
3. To ensure academic trainers for the delivery of the material of the program
4. To manage the training program and oversee the execution of its different components
5. To ensure the learning management system used as platform for the delivery of the training
6. To develop the objective structured clinical examination (OSCE), the mid-course and final examination
7. To provide support in the logistics and administrative support in the delivery of the training as needed during the training and as requested by the Lebanese University. This might include the delivery of the live review sessions, OSCE, mid-course and final examinations.

B. Lebanese University:

8. To issue a higher diploma in family medicine to the general practitioners who complete successfully the training program

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9. To ensure the logistics required for the training. This includes but is not limited to: organizing the live review sessions, OSCE training sessions and final exam sessions
10. To pay the department of family medicine at AUB the fees that cover all the activities conducted by the department upon presentation of detailed invoices, according to article II (finances).

II. Finances

- A. The total budget ceiling of the training program is USD 289,507 (Annex B = Budget). The share of AUB's department of family medicine for academic and management is USD 158,381 in addition to any other costs that will be incurred due to delivery of the additional services namely in logistics and administrative support (delivering OSCE, live review sessions and other examination). The rate applied here would be the rate included in the detailed budget (Annex B).
- B. The Lebanese University will pay once the money is transferred from the Ministry of Public Health to the Lebanese University and received by the Lebanese university.
- C. Payment Terms: Payment should be done after receiving the total amount by the Lebanese University from the donor organization or its representative in Lebanon (the Ministry of Public Health), within 30 days period from the delivery of detailed invoices by the department of Family Medicine.

Cheques or Bank Transfers should be made payable to:
American University of Beirut

Bank transfer details:

Bank Name CITIBANK, N.A.
Bank Branch BERYTUS Parks
Bank Address BERYTUS Parks BCD, Reg. No. 69781 BDL 115
P.O. Box 11-1535 Beirut - Lebanon
Account Name American University of Beirut
Swift CITILBBE
Currency USD
Bank Account Number 600224158
IBAN LB1901150000000000600224158

Currency LBP
Bank Account Number 600224026
IBAN LB1011500000000000600224026

For further credit to the department of family medicine

III. Miscellaneous Terms and Conditions

- A. **Representations and Warranties:** Each party represents and warrants to the other that the person executing this Agreement on its behalf is duly authorized to do so and the execution and performance by such party of this Agreement shall not violate any statute, law, order, regulation, agreement or instrument to which it is subject or is bound. Each party warrants that it will utilize

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its best efforts to perform the services set forth in the Agreement or any subsequent amendments or addenda with appropriate skills that meet or exceed industry standards. The parties shall perform all such services in a professional, timely and workmanlike manner.

- B. Entire Agreement:** This Agreement, together with any and all attachments incorporated by reference, constitutes the full and complete understanding of the parties regarding the subject matter hereof. No modifications or alteration of or addition to this Agreement shall be effective to bind the parties hereto unless it shall be in writing and signed by authorized representatives of the parties.
- C. Force Majeure:** A party shall not be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of the parties. However, if material performance becomes impossible for more than a sixty-day period by reason thereof, either party may terminate this Agreement without penalty by giving notice to the other party.
- D. Compliance with Laws & Business Ethics Rules:** Each party specifically intends to comply with all applicable laws, rules and regulations of Lebanon as they may be amended from time to time, and agrees to negotiate in good faith any revisions that may be required to bring the entire Agreement into compliance with such laws.
- E. Confidentiality:** Each party (the "Receiving Party") acknowledges that, in the course of providing services hereunder, its staff may learn certain confidential information about the other parties' (the "Disclosing Party") businesses, and/or patient care operations. Receiving Party agrees that it will keep all such information strictly confidential, and that it will not use it for any other purpose other than to perform its obligations hereunder, will not resell, transfer, or otherwise disclose such information to any third party without the Disclosing Party's specific, prior written consent. Receiving Party further agrees to ensure that none of its employees, agents, or independent contractors use such items outside of the scope this Agreement or resells, transfers or otherwise discloses such items to any third party, without Disclosing Party's specific written consent. Each Party agrees that it is and shall remain the exclusive owner of its respective Confidential Information disclosed hereunder and all patent, copyright, trade secret, trademark and other intellectual property rights therein.

No license or conveyance of such rights to the other parties is granted or implied under this Agreement. Upon termination of this Agreement, if so requested by Disclosing Party, Receiving Party shall return such information (and all copies thereof) to Disclosing Party. Confidential Information shall not be deemed to include information which (a) is now, or hereafter becomes, through no act or failure to act on the part of the party that receives the Confidential Information, generally known or available; (b) is known by the receiving party at the time of receiving such

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information, as evidenced by its records; (c) is hereafter furnished to the receiving party by a third party, as a matter of right without restriction on disclosure; or (d) is the subject of a written permission to disclose provided by the Disclosing Party.

F. Applicable Law and Resolution of Dispute:

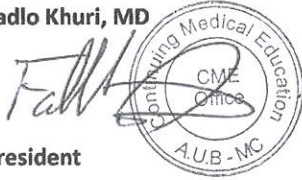
This Agreement is governed by Lebanese law, and any dispute arising out of or in connection with this Agreement shall be exclusively resolved by the Beirut courts.

For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect. In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written Dates.

Signature & Date

Signature & Date 08 JUL 2019

Fadlo Khuri, MD



President
American University of Beirut

Fouad Ayoub, Professor



President
Lebanese University



Annex A

	Orientation	Block 1					Block 2					Block 3					Project / Exam			Block 4					Block 5					Block 6				Exams			
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37
Orientation	◆																																				
Self study																																					
Chat		◆	◆	◆	◆		◆	◆	◆	◆		◆	◆	◆	◆					◆	◆	◆	◆		◆	◆	◆	◆		◆	◆	◆	◆				
On-the-Job Training		◆		◆			◆		◆			◆		◆						◆		◆			◆		◆			◆		◆					
Live Review					◆					◆					◆									◆					◆					◆			
Project																																					
OSCE																																					
Mid-Exam																																					
		Block 7					Block 8					Block 9					Project			Block 10					Block 11					Block 12				Exams			
Week		38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73
Orientation																																					
Self study																																					
Chat		◆	◆	◆	◆		◆	◆	◆	◆		◆	◆	◆	◆					◆	◆	◆	◆		◆	◆	◆	◆		◆	◆	◆	◆				
On-the-Job Training		◆		◆			◆		◆			◆		◆						◆		◆			◆		◆			◆		◆					
Live Review					◆					◆					◆									◆					◆					◆			
Project																																					
Final Exam																																					
OSCE																																					

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