



**AMERICAN
UNIVERSITY
OF BEIRUT**

Mediterraneo

NON-DISCLOSURE AGREEMENT

This agreement is made between the **American University of Beirut Mediterraneo Campus** ("AUBMED"), and -----.

(AUBMED and the Company are hereinafter collectively the "Parties").

WHEREAS, The Parties have entered into confidential discussions with respect to a potential provisions of ---- services by to AUBMED (the "**Proposed Transaction**");

WHEREAS, In connection with the Proposed Transaction, the Parties recognize that there is a need to disclose to one another Confidential Information to achieve the Proposed Transaction, and that certain security precautions and measures must be taken to avoid public or non-authorized disclosure or misappropriation of such information. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of us, this Agreement sets out the Company's respective obligations with respect to Confidential Information which the Company receives 1. (the "receiving party") from AUBMED (the "disclosing party").

Confidential Information. "Confidential Information" means any operational, administrative business or technical information, in whatever form transmitted, whether or not stored in any medium, relating to the disclosing party's operations and/or business (and/or those of its suppliers and customers), including but not limited to property, insurance related information, equipment, software, designs, technology, technical documentation, product or service specifications or strategies, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, applications, methodologies and other know-how, that is either proprietary to the disclosing party or the disclosing party's contractors or which either of the foregoing maintains as confidential and non-public. Confidential Information includes original information supplied by the disclosing party, as well as all copies.

Treatment of Confidential Information. The receiving party agrees to treat the Confidential Information as confidential to and as the property of the disclosing party and to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure of the Confidential Information of the disclosing party. The receiving party will use Confidential Information only in connection with a business relationship with the disclosing party, and only for the purpose the Confidential Information has been provided for. Any deviation from that purpose cannot be undertaken by the receiving party without the prior written consent of the disclosing party. The Parties acknowledge that failure on the part of the receiving party to abide by this Agreement may cause irreparable harm to the disclosing party, for which damages will not be an adequate remedy. Accordingly, the disclosing party shall have the right to seek to obtain an injunction to prevent any further violations of this Agreement.

The receiving party must confirm compliance with all applicable data protection laws including the requirements of Article 28 of the General Data Protection Regulation (GDPR). The Provider shall maintain integrity of the Confidential Information, without alteration, ensuring that the data can be separated from any other information created; and shall immediately notify the disclosing party if there is any personal data breach or incident where the Confidential Information may have been compromised. The receiving party undertakes to ensure that all employees and other representatives accessing the Confidential Information are aware of the terms of this Agreement, have received comprehensive training on all applicable data protection laws and related good practices, and are bound by a commitment of confidentiality. The Provider shall not involve any third party in the processing of the Confidential Information without the prior written consent of the disclosing party; such consent may be withheld at any time and without any reason.



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2. **Returns or Destruction.** Confidential Information will be returned by the receiving party to the disclosing party or destroyed by the receiving party: (a) if a business relationship is not entered into with the disclosing party on or before the date which is three months after the date both parties have signed the Agreement; or (b) upon request by the disclosing party at any time. A senior officer or official of the receiving party, if requested by the disclosing party in writing, shall certify, by way of affidavit or declaration, on behalf of the receiving party that all such Confidential Information has been returned or destroyed, as applicable, and that it will not use any archived copies of Confidential Information that cannot be reasonably removed from archival storage.

3. **Limited Reproduction.** The receiving party will not copy or reproduce the Confidential Information except as reasonably required for the purposes contemplated in this Agreement, and will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies.

Kindly acknowledge having read and accepting to abide by the above agreement by signing below:

COMPANY NAME

Name: _____ Title: _____

Signature: _____ Date: _____