



Saïd Business School
UNIVERSITY OF OXFORD

COLLABORATION AGREEMENT

THE PARTIES:

1. Damascus University, a comprehensive institution of learning and research offering undergraduate and graduate degrees in a wide range of disciplines (Damascus University) and
2. Oxford Saïd Business School Limited, a company incorporated in England and Wales, with registered number 2904348, whose registered office is at University of Oxford, Wellington Square, Oxford, OX1 2JD (“OSBS”) being each a “Party” and together “the Parties”.

INTRODUCTION:

The purpose of this Agreement is to record the general terms and conditions on which OSBS will collaborate with Damascus University for a period of one year in the provision of educational services.

AGREED TERMS:

1. Definitions and interpretation

In this Agreement:

“Project” means the ‘Syria Oxford Leadership Development Programme’.

“Faculty” means an individual: (a) who facilitates the development of executives by directing programmes, teaching, tutoring or coaching; and (b) who is employed or engaged by OSBS to deliver (or contribute towards the delivery of) a Project to Damascus University;

“Trade Mark” the names “Oxford University” and “University of Oxford”, “Saïd Business School” and “Oxford Saïd Business School Limited” and



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the stylised versions of those words as used from time to time by the Saïd Business School and University of Oxford.

2. Duration of this Agreement

This Collaboration Agreement shall commence with immediate effect when it is signed by both parties and ratified by the appropriate councils, and shall remain in force for a period of one year unless terminated earlier in accordance with the provisions of Clause 10 below.

3. Confidentiality.

- 3.1 OSBS shall not disclose to third parties any information of a confidential nature that it may obtain from Damascus University relating to Damascus University, its business or employees other than to employees of the Saïd Business School or Faculty who legitimately need to know the said information in order that OSBS may fulfil its obligations under this Agreement.
- 3.2 The restriction contained in Clause 3.1 above shall not apply to information which already is or comes into the public domain (otherwise than as a result of a breach of this Agreement by OSBS) or is required to be disclosed pursuant to statutory obligation or by order of a court of competent jurisdiction.
- 3.3 OSBS shall procure that any employees of Saïd Business School or Faculty to whom it discloses confidential information of Damascus University respect its confidentiality.
- 3.4 The design and content of the Project is confidential to OSBS. Damascus University shall not disclose to third parties the said content or any information of a confidential nature that it may obtain from OSBS relating to any delivered or proposed project or the business of OSBS or use such information for any purpose except as contemplated in this Agreement.



4. Use of University of Oxford, Oxford Saïd Business School Limited, Saïd Business School, or Damascus University Names.

4.1 Any Project provided to Damascus University by OSBS shall be presented by Damascus University at all times and in all respects as the product of OSBS. Damascus University may not use the Trade Mark for any purpose without the prior written permission of OSBS except for use of the Trade Mark for the sole purposes of advertising the availability of the project.

4.2 The Parties agree that each shall not use the other Party's name for any external publicity or promotional purposes without first obtaining the written permission of the other Party, except as provided by clause 4.1. In the case of Damascus University, this undertaking shall also extend to use of the Trade Mark.

4.3 To the extent that Damascus University is permitted to use the Trade Mark, Damascus University undertakes to comply with any instructions given by OSBS from time to time as to the manner in which the Trade Mark is used (including the colour and size of the Trade Mark used on materials) and to provide OSBS upon request with a reasonable number of copies of any materials (marketing, educational or otherwise) that are produced by Damascus University in relation to the Project.

4.4 Damascus University acknowledges that all intellectual property rights in the Trade Mark, including rights at common law and copyright, shall remain vested in the University of Oxford and to the extent that any intellectual property rights in the Trade Mark vest in Damascus University as a result of its use of the Trade Mark all such rights are hereby assigned to OSBS.

5. Intellectual Property Rights.

5.1 Any intellectual property rights, other than those arising from the writing of case-studies, (including copyright and similar rights including database right) that may subsist in the materials created by Faculty (whether or not such materials shall have been developed in connection with a specific Project) belong to the University of Oxford.

5.2 Subject to clause 5.1 any intellectual property rights (including copyright and similar rights including database right, and Trade Mark rights) that may subsist in the



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structure, design and content of Projects and in any materials recording the same in any media belong to the University of Oxford.

5.3 OSBS confirms and agrees that Damascus University shall have a non-exclusive, non-transferable, royalty-free licence to use and reproduce such materials referred to in clauses 5.1 and 5.2 above for its internal purposes only. No rights are granted permitting the use of such materials for the purposes of running training courses or any other activity.

6. Warranties, Liability and Insurance.

6.1 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

6.2 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

7. Force Majeure.

Neither Party shall be liable for any failure to comply with its obligations if such failure shall be due to causes beyond its reasonable control. Such events shall include, but not be limited to fire, flood, industrial disputes, civil disturbance, acts of terrorism, acts of government and acts of God. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If any event of *force majeure* arises, the Parties shall use their best efforts to minimise the effects thereof and to find a reasonable solution in mutual consultation.

8. Faculty

8.1 The Faculty who deliver an individual Project shall be as agreed between the Parties.



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8.2 Damascus University shall not directly or indirectly employ or otherwise engage the services of any Faculty with whom Damascus University has contact or dealings in relation to an individual Project for a period of two years after the last date on which that Faculty shall have participated in the Project without the approval of OSBS.

9. Communications.

9.1 Subject to Clause 9.2 below, all written communications between the Parties may be made by e-mail and each Party shall be entitled to rely on the normal means employed by its own computer operating systems as evidence of the delivery and receipt of such messages.

9.2 Notices of postponement of a Project: (a) may not be given electronically; (b) must be delivered by hand or sent by pre-paid post to: the Oxford Saïd Business School Ltd, Egrove Park, Kennington Road, Kennington, Oxford, OX1 5NY and (c) must be marked for the attention of the Dean, Executive Education . Notices of postponement will be deemed to be served on the date they are actually received by OSBS.

10. Termination

10.1 This Agreement may be terminated by either Party giving the other written notice of termination expiring at any time.

10.2 If either Party materially fails to perform or comply with this Agreement or any provision thereof, and fails to remedy such default within thirty (30) days after the receipt of notice to that effect, then the other Party will have the right, at its sole option, to terminate this Agreement upon written notice.

10.3 Termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination or expiry and shall be without prejudice to Damascus University's obligation to pay all sums due to be paid to OSBS pursuant to this Agreement at the date of termination.

10.4 Termination of this Agreement in accordance with Clause 10.1 is without prejudice to any other Agreement(s) in force at the date of such termination



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11. Entire Agreement

This Collaboration Agreement contains the whole agreement between the parties in respect of the provision of services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject-matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

12. Third parties

Taking into account the laws and regulations in force, and notwithstanding any other provision of this Collaboration Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Agreed on behalf of
Oxford Saïd Business School Ltd

G. Haskins
Dean of Executive Education

Date: January 19, 2010

Agreed on behalf of
Damascus University

Wael Mualla
President

Date: February 10, 2010