

## Partnership Agreement between “Partner 1 Name” and AUD / AEIC

On this DAY, corresponding to DD/MM/YYYY, this contact has been made and entered into by and between:

Partner 1 (“**acronym**”) duly existing under the laws of jurisdiction, having its registered postal address at local address, (P.O.Box \_\_\_\_\_), Tel: \_\_\_\_\_ e-mail: \_\_\_\_\_, represented for purposes of this agreement by ‘Name of Partner Representative’ \_\_\_\_\_, in their capacity as designation.

and

The American University in Dubai (“**AUD**”), duly existing under the laws of the United Arab Emirates and having its registered postal address at P.O. Box 28282, Dubai, United Arab Emirates, Tel: 04-3999000, Fax: 04-3998899, e-mail: info@aud.edu, represented for purposes of this AGR by Dr. David A. Schmidt, in his capacity as President.

Partner 1 Name and AUD are hereinafter referred to individually as “**Party**” and collectively as the “**Parties.**”

### Recitals

WHEREAS Partner 1 is a \_\_\_\_\_ and used by \_\_\_\_\_ in this engagement.

WHEREAS AUD is a private, non-sectarian institution of higher learning with a mission to fulfill the broad educational needs of a culturally diverse student body by achieving excellence in teaching and learning.

WHEREAS the Parties want to promote and enhance the cooperation between them and enable the exchange of opinion, knowledge, and expertise.

**NOW THEREFORE**, the Parties have reached an understanding as follows:

### First: Objectives

The Parties, subject to the terms of this agreement, will endeavor to cooperate in the following areas as listed in AEIC’s Blockchain Technology Partner’s Program:

- a) Internship Partner Program
- b) Blockchain Technology Partner Program

### Second: Obligations

Partner 1 Name agrees that, for the duration of the term of this AGR, it shall:

- a) Join AUD’s Internship Partner Program
- b) Join the AEIC Blockchain Technology Partner Program

AEIC agrees that, for the duration of the term of this agreement, it shall and as listed in AEIC’s Blockchain Technology Partner’s Program:

- a) Facilitate collaboration between AUD interns through the Internship partner program.
- b) Facilitate service listing for the technology partner to promote their services to the AEIC startup eco-system and its partners.

### Third: Intellectual Property

All intellectual property rights, including, but not limited to, copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship (“**IP Rights**”) that are created, conceived, developed, reduced to practice, or otherwise made or acquired through the joint activity of the Parties will be jointly owned by the Parties in accordance with the terms of a separate written agreement between the Parties. All

IP Rights that are created, conceived, developed, reduced to practice, or otherwise made or acquired through the sole and separate effort of a Party will be solely owned by that Owner. The non-Owner Party agrees to automatically assign, at the time of creation of the IP Rights, without any requirement of further consideration, any rights, titles, or interest it may have in such IP Rights.

**Fourth: Governing Law**

The validity, construction, and performance of this agreement shall be governed by and construed in accordance with the laws of Dubai and the United Arab Emirates. The Dubai Courts shall have sole and exclusive jurisdiction over any disputes arising out of this agreement.

**Fifth: Media Announcements**

The Parties hereby agree not to issue or make any written or oral announcements or statements to the media or the public, relating to the content and terms of this agreement, unless otherwise agreed in writing by both Parties.

**Sixth: Indemnification.**

Each Party shall defend, indemnify, and hold harmless the other Party, its personnel, representatives and its affiliates (“Indemnified Persons”) from and against any and all claims, damages, liabilities, losses and expenses of any kind whatsoever, including the costs incurred or suffered in defending against any of the foregoing or in enforcing this indemnity. This clause shall remain in full force and effect notwithstanding any termination or expiry of this agreement.

**Seventh: Duration and Termination**

This agreement shall come into effect on the date first indicated above and shall continue for an initial term of one (1) year. This agreement shall be renewed automatically for additional one-year terms subject to the provisions of the first recital above. Either Party may terminate this agreement upon providing at least thirty (30) days written notice of its intent to terminate to the other Party, without prejudice to any works or actions already taken by either Party under this agreement towards the implementation of the objectives of this agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this agreement by their authorized representatives as of the date first indicated above.

**Partner 1 Name**

Name of the authorized signatory: \_\_\_\_\_  
Designation of the authorized signatory: Founder

\_\_\_\_\_ (Please place the company seal)  
Authorized Signatory

**American University in Dubai**

Name of the authorized signatory: Dr. David A. Schmidt  
Designation of the authorized signatory: President

\_\_\_\_\_ (Please place the company seal)  
Authorized Signatory