



**المركز العربي لتطوير حكم القانون والنزاهة**

**Arab Center for the Development of the Rule of Law and Integrity**

**Contract of license to set up a branch center of the Arab Center for the Development of the Rule of Law and Integrity-ACRLI**

# Contract of license to set up a branch center of the Arab Center for the Development of the Rule of Law and Integrity-ACRLI

## Between:

1- The Arab Center for the Development of the Rule of Law and Integrity-ACRLI whose elected place of domicile is at Khatoun Building, 1st Floor, Badaro Street, Beirut, Lebanon, represented by the active partner, Mr. Adib Salameh.

First Party

2- .....

Second Party

## Preamble:

The First Party is a civil not-for-profit company established in Lebanon whose object is to promote the rule of law and settle the fundamentals of justice to serve the social and economic development of societies and Arab natural or legal persons and to serve the structure of good governance based on respect of human rights and dignity, with the support of eligible democratic practice, based on sharing, accountability and transparency.

The Second Party is an activist that is interested in judicial, legal, social and economic sciences and wishes to carry on the said activities according to the principles of the First Party with the framework of which it carries on its activity. The Second Party has perused the principles, methods and regulations that govern the business of the First Party, notably the articles of association of the First Party, the financial and administrative regulations, the board of trustees by-laws, the allies by-laws, the branch centers by-laws and other frameworks which govern the business of the First Party, and undertakes to apply for the license submitted by it for acting in accordance therewith.

And whereas the First Party has perused the application for license submitted by the Second Party to set up a branch center bearing the name of Arab Center for the Development of the Rule of Law and Integrity in ..... and verified that the Second Party satisfies the conditions and criteria required to be satisfied by the license applicants.

Therefore, it was mutually agreed and consented as follows:

### *I- Preamble:*

The above preamble and the application for establishment and the appendices provided for in Article 5 below shall be deemed to form an integral part of this contract.

### *II- License and Geographical Boundaries:*

The First Party shall license the Second Party to establish a branch center bearing the name of "Arab Center for the Development of the Rule of Law and Integrity" in.....whose geographical activity shall be within the following boundaries:





### ***III- Legal Form:***

The Second Party shall establish the above-mentioned center according to the available legal frameworks at the place of establishment, provided that its articles of association stipulate that it is not profit-oriented. The founders shall consult with the First Party about the said issue and notify it with a copy of the draft articles of association then a copy of these articles after completion of establishment.

### ***IV- Abidance by the Rules and Criteria:***

The Second Party shall abide by the criteria on the basis of which the First Party was established, as in its articles of association attached hereto as Appendix No. 1. The Second Party also undertakes to make the branch center, following establishment thereof, adopt the same criteria and operate according to the same rules adopted by the First Party.

### ***V- Abidance by Regulations:***

The Second Party undertakes to make the branch center, following completion of the establishment thereof and during its carrying on of its activity, abide by its undertaking in the application for establishment and adopt the regulations of the First Party which form parts of its following organizational structure:

- Board of Trustees By-laws: Appendix No. 2
- Allies By-laws: Appendix No. 3
- Branch centers By-laws: Appendix No. 4

The said adoption shall become effective following the taking of a resolution in this regard by the competent authority with the new branch center and through the said branch continuing to apply the said by-laws and any amendments made therein throughout the period of validity of this contract.

The said by-laws shall form an integral part of the work mechanism of the activity and methodology of operation of the branch center and a criterion for its abidance by the methodologies of the First Party, and therefore a fundamental condition of the license granted to the Second Party hereunder.

### ***VI- Assignment:***

The Second Party shall be a member or founding partner in the branch center and shall remain so throughout the period of operation of the said branch center. He shall have the right to select his partners or the remaining members, on condition of prior consulting with the First Party.

Neither the Second Party nor his partners whose selection is agreed upon shall have the right to assign this contract in whole or in part to any third party, for the present contract was based on the personal selection of the Second Party (Intuitu Personae).

However, the First Party is alone, entitled to take the decision in the event where it is offered the choice between assignment to third parties or providing them with new licenses in the event of approval of their

personalities or recovery of the license and removal of the name of the Arab Center for the Development of the Rule of Law and Integrity of the branch center and terminating the relationship with the latter.

***VII- Period of Establishment and Entering into Agreement:***

The Second Party shall start establishing the branch center immediately upon signing this contract and shall finalize the establishment formalities and procedure within a maximum period of six months.

The term of this contract shall be ten years with effect from the date of completion of establishment, renewable by mutual agreement.

***VIII-Termination of the Agreement:***

The contract shall expire with the expiry of the term hereof or in the event of dissolution and liquidation of either party for any reason whatsoever.

This contract shall terminate legally in the event where the Second Party violates any of these contract articles.

With the termination of the contract, all the rights granted to the Second Party hereunder shall cease to exist, including the right to use the name "Arab Center for the Development of the Rule of Law and Integrity".

***IX- Elected Place of Domicile:***

Both parties have elected a place of domicile to be notified of all that relates to this contract such as papers or notifications, at the place mentioned next to their respective names first above.

***X- Applicable Law and Settlement of Disputes:***

This contract was drawn up according to the Lebanese Law.

In the event where any disagreement arises between the two parties about the interpretation or application of any article of this contract or appendix hereto, the said disagreement shall be resolved by absolute arbitration through an individual arbitrator whose nomination has been agreed upon as of today by the parties, His Excellency Dr. Asaad Diab. The arbitrator shall have the right to reconcile the two parties and his award shall be final, not subject to any form of review, including appeal.

The place of arbitration shall be Beirut.

Made on ..... in two signed original copies, one original signed copy for each party.

First Party

Second Party