



**AMERICAN  
UNIVERSITY  
OF BEIRUT**



**Amherst College**

# **FACULTY EXCHANGE AGREEMENT**

## PARTIES

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This Faculty Exchange Agreement (the “Agreement”) is made and entered into on **May 15, 2025** (the “Effective Date”) by and between:

- 1- **The American University of Beirut (“AUB”)**, an institution of higher education chartered by the Education Department of the State of New York in the United States of America and registered with the Lebanese Ministry of Education, operating a university at Bliss Street, Beirut, Lebanon, represented for the purpose of this Agreement by its Provost, Professor Zaher Dawy, and,
- 2- **Amherst College (“AMHERST”)**, an institution of higher education operating in Amherst, MA, represented for the purpose of this MoU by Provost and Dean of the Faculty, Professor Martha M. Umphrey.

AUB and AMHERST shall be referred to individually as a “Party” and collectively as the “Parties”.

## PREAMBLE

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In view of their similar dedication to excellence in teaching, research, and cultural exchange, AMHERST and AUB have signed a Memorandum of Understanding (MOU) on **May 15, 2025**, valid for 5 years, with the objective of promoting academic collaboration and international exchange between them. To this end, AMHERST and AUB have decided to offer an exchange program that will enable the faculty of each institution to benefit from an international experience by visiting the other institution. The purpose of this Agreement is to establish the terms and conditions under which this exchange will take place.

Therefore, in consideration of the premises and the mutual promises and agreements contained herein, AMHERST and AUB agree as follows:

### 1. SCOPE & DURATION OF THE EXCHANGE

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- 1.1. This Agreement covers the short-term faculty exchange program, and the academic activities faculty members will undertake during their visit to the host institution.
- 1.2. Academic activities may include teaching, giving (joint) lectures, student mentorship, participating in academic events, and work on research programs in connection with respective fields of expertise. Scope and modalities for these activities will be agreed in writing between the two institutions on a case-by-case basis.

### 2. TERM

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- 2.1. The Agreement is effective as of the Effective Date, and shall remain **valid for a period of 3 years** unless terminated by either Party by 30 days prior written notice.
- 2.2. This Agreement may be extended by mutual consent of both Parties expressed in writing and signed by the authorized signatories of each Party. Such extension may be made subject to the terms and conditions hereunder and to any other terms and conditions as the Parties may determine to be necessary.

### **3. ELIGIBILITY**

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- 3.1. Applicants for the Faculty Exchange Program must be full-time faculty members at their home institution. Each institution may set additional eligibility criteria as part of their respective call for applications.
- 3.2. Visiting faculty must remain employed at their home institution throughout the exchange program.

### **4. SUBMISSION OF APPLICATION & SELECTION**

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- 4.1. Faculty members must apply to the relevant committee or academic officer for consideration under the faculty exchange program.
- 4.2. Each institution will publicly outline the application process for members of the faculty, including any preferences by the home institution.
- 4.3. Faculty members will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, marital status or physical handicap.

### **5. PARITY**

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- 5.1. During the term of this Agreement, each Institution may send up to 1 faculty member per academic year.
- 5.2. Every effort will be made to achieve parity over the term of this Agreement. The Institutions will adjust the number of visiting faculty as necessary, in order to maintain balance in the exchange program over the Term of this Agreement.

### **6. PARTIES RESPONSIBILITIES**

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- 6.1. AMHERST and AUB will exchange one faculty member per year to spend up to three weeks at the host institution to engage in academic activities.
- 6.2. AMHERST will provide funding for the airfare and an honorarium to the Amherst faculty member who visits AUB, and AUB will cover the airfare and per diem of the AUB faculty member who visits AMHERST.
- 6.3. AMHERST and AUB will provide faculty in the exchange with rent-free housing.
- 6.4. AMHERST will provide meals in on-campus dining facilities at no cost to the AUB faculty member in the exchange.
- 6.5. AMHERST and AUB faculty members in the exchange will have appropriate health, accident and, if applicable, personal liability insurance coverage as required by the host institution.
- 6.6. Participating faculty will be nominated by the chief academic affairs officer or provost at their home institutions. The chief academic affairs officer or provost at the host institution will make the offer to participate in the exchange.
- 6.7. AMHERST and AUB will provide reasonable support and assistance, and required documentation, to obtain the appropriate visa for faculty in the exchange, if necessary.

## 7. EXPECTATIONS FOR TEACHING AND/OR RESEARCH

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7.1 AMHERST and AUB will share with participating faculty the faculty handbook. Participating faculty are expected to observe all policies and rules, including visa and immigration requirements, of the host institution and host country. The parties will cooperate in good faith to resolve any issues that may arise. The host institution will have the right to terminate any faculty member's participation in the exchange, provided, however, that the host institution must have previously informed the home institution of its concerns as provided above and have given the home institution an opportunity to help resolve the issue before a termination occurs. Nothing in this agreement limits the discretion of the home institution to institute its own disciplinary proceedings for behavior that occurred at the host institution, even if the faculty member has already been disciplined by the host institution.

## 8. COORDINATION

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8.1. Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements made pursuant to this Agreement.

8.2. Notices and correspondence regarding this Agreement and any resulting supplemental Agreements or renewal should be addressed to:

For AUB

Lina Choueiri

Deputy Provost

lc01@aub.edu.lb

+961-1-374444 Ext. 2500

Bliss Street, Beirut, 11072020 Lebanon

For AMHERST

Janna Behrens

Director of Global Education

jbehrens@amherst.edu

+1-413-542-5691

PO Box 5000, Amherst, MA 01002-5000

## 9. USE OF NAME

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Neither Party shall use the name, logo, or trademark of the other Party in any customer list, advertising, promotional materials, press releases, or other publicity or marketing or sales materials, without the express prior written consent of the other university to each particular use of its name, logo or trademark.

## 10. DISPUTE RESOLUTION

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10.1. The validity, interpretation and execution of this Agreement shall be subject including any dispute arising thereof, whether directly or indirectly, (a "Dispute"), shall be resolved amicably between the Parties.

10.2. The Party raising the Dispute shall give written notice to the other Party setting forth the details of the Dispute and any proposed solution or compromise. Upon receipt of notice, and during 90-days following that receipt, the Parties shall attempt in good faith to resolve the Dispute.

- 10.3. In the event the Parties fail to resolve the Dispute amicably, they agree that any suit, action or proceeding shall be brought only in the courts of the country in which the matters giving rise to the Dispute took place.

## 11. TERMINATION

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- 11.1. Each Institution reserves the right for reasons of national security, national interests, public order or public health to immediately suspend temporarily the implementation of this Agreement.
- 11.2. Each Party may terminate this Agreement, without any further liability with immediate effect in case of breach of the present agreement and any applicable laws by the other Party.
- 11.3. Upon termination of this Agreement, no Party will be liable for damages of any kind.
- 11.4. Any exchange in place at the time of termination will be permitted to continue until the visiting faculty completes its mission at the host institution.

## 12. COMPLIANCE

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- 12.1. The Parties are committed to the principle of equal opportunity in education and employment. Neither Party will tolerate any kind of discrimination, discriminatory harassment, or sexual harassment misconduct happening on its campus and will provide those who feel they are victims of any kind of discriminatory harassment (including sexual harassment) with mechanisms for seeking redress.
- 12.2. Both institutions agree that they will not engage in unlawful discrimination on the grounds of race, color, religion, age, national or ethnic identity, sex, gender or gender identity, sexual orientation, pregnancy, marital status, disability, genetic predisposition or carrier status, alienage or citizenship status, and political affiliation.
- 12.3. AUB must comply with all applicable laws of both the United States and Lebanon, including economic sanctions programs and boycott laws.

## 13. DATA PRIVACY

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The Parties shall only share personal data and/or personally identifiable information as permitted by law and own privacy regulations and in accordance with the applicable requirements of the **Family Educational Rights and Privacy Act** (FERPA), 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the **Health Insurance Portability and Accountability Act** of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & amp; 164; the HIPAA Privacy and Security Rules;), collectively referred to as "HIPAA", and the **EU General Data Protection Regulation** (EU GDPR) (2016/679).

## 14. FORCE MAJEURE

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- 14.1. Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of:

- 14.1.1. any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, acts of terrorism, explosions, epidemics, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, storm or other acts of nature, acts of governmental or administrative authority, trade embargo or the imposition of sanctions or restrictions on imports and exports, or
- 14.1.2. which is deemed by the Parties to threaten the security of their agents; The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time-period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.
- 14.2. In the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this Agreement upon one (1) week's prior written notice to the other Party.

## 15. AUTHORITY

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Each party warrants and represents that it has the full capacity and authority and all necessary consents to enter into and perform this Agreement. Each party also warrants that the individuals signing below are duly authorized to execute and deliver this Agreement on behalf of the Parties, and that this Agreement is binding in accordance with its terms.

## 16. ENTIRE AGREEMENT

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This Agreement sets forth the entire agreement and understanding between the Parties hereto relating to the subject matter of this Agreement and supersedes all prior agreements, expressed or implied, oral or written between the parties.

## SIGNATURES

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This Agreement is written in English, in two originals, both of equal validity.

Now, intending to be legally bound, and subject to the legal stipulations which follow, AMHERST and AUB have caused their duly authorized representatives to execute this Agreement on May 15, 2025.

On behalf of the American University of Beirut  
Pr. Zaher Dawy  
Provost



On behalf of Amherst College  
Professor Martha M. Umphrey  
Provost and Dean of the Faculty

