



**AMERICAN
UNIVERSITY
OF BEIRUT**



Amherst College

MEMORANDUM OF UNDERSTANDING - COLLABORATION

PARTIES

This Memorandum of Understanding (the “MoU”) is made and entered into on **May 15, 2025** (the “Effective Date”) by and between:

1. **The American University of Beirut**, 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, [through its Office of International Programs], represented for the purpose of this MoU by its Provost, Professor Zaher Dawy (“AUB”),
- and,
2. Amherst College 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 (hereinafter referred to as AMHERST).

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

PREAMBLE

The Parties recognize the many benefits of an academic partnership in an increasingly interdependent world, and therefore, they hereby record their intentions to establish formal links between their institutions to carry out and support projects that promote the mutual interests of both institutions. AUB and AMHERST have established a bilateral student exchange program. Any new links and projects which are eligible to be negotiated or discussed under this MoU may include any or all of the following activities:

- a. Exchange of faculty and researchers;
- b. Promotion of collaborative research in areas of mutual interest;
- c. Development of short-term academic and training programs, including internships;
- d. Participation in jointly organized academic meetings, seminars, and workshops;
- e. Development of joint-degree or dual-degree programs;
- f. Collaborative fund-raising or grant-writing efforts for any endeavors as listed above; and
- g. Any other activities which the parties agree are in their mutual interest.

DEFINITIONS

Capitalized terms shall have the meaning attributed to them in this section:

- **Authorized Person:** refers to a Party’s officers, employees, representatives, advisors, or agents who have a need-to-know and therefore are allowed to access the Confidential Information.
- **Confidential Information:** refers to this MoU and any and all information or material concerning the disclosing Party and/or relating to the disclosing Party’s operations, administration, know-how or business, or that has or could have a value or other utility related to the operations, administration and business of the disclosing Party (including without limitation, information related to property, insurance, equipment, software, designs, technology, technical documentation, product or service specifications or strategies, pricing information, financial information, information relating to existing, previous and potential suppliers, students, faculty, personnel, trustees, officers, customers and contracts, applications, methodologies and

other know-how, new products, facility or expansion plans, that is either proprietary to the disclosing Party or the disclosing Party's contractors or which either of the foregoing maintains as confidential and nonpublic), regardless of whether stored, compiled or memorialized physically, electronically, magnetically, or by any other means, which is disclosed (whether in writing, verbally or by any other means) by the disclosing Party to the receiving Party or any Authorized Person, whether designated as Confidential Information or not.

- **Intellectual Property Rights:** refers to all copyright and other intellectual property rights, howsoever arising throughout the world and in whatever media, whether or not registered, whether now or subsequently created, including patents, trademarks, service marks, database rights, trade names, registered designs, and any applications for the protection or registration of these rights, for the full period for which such copyright and other rights subsist, including all renewals, revivals, and extensions thereof.
- **Personal Identifiable Information:** refers to any data that can be used to clearly identify an individual, whether directly or indirectly (i.e., through a single or multiple data elements).

1. **TERM**

This MoU is effective as of the Effective Date, and shall remain valid for a period of 5 years unless terminated with or without cause by either Party by 30 days prior written notice. This MoU 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.

2. **SCOPE**

This MoU is not intended to initiate any actions other than discussions or negotiations regarding cooperative intentions. Specific programs, actions, or activities arising from discussions between the Parties shall be established in subsequent written supplemental agreements, which must also be signed by the appropriate institutional authorities at both institutions before going into effect. Such agreements should at a minimum specify the following:

- a. the educational activities and programs to be achieved in the respective areas (a-g) as cited above in the Preamble to this document,
- b. the schedule of such activities and programs,
- c. the requisite financial arrangements for the implementation of such activities and programs, including discussion of reciprocity balances on any student or faculty exchanges & specific financial arrangements in the event of lack of reciprocity,
- d. the responsible institutional representatives for implementing such activities and programs, and,
- e. any other elements mutually deemed necessary for the effective undertaking of the activities and programs agreed upon by the signing parties.

3. **AMENDMENTS**

This MoU may be amended by mutual written consent of the authorized signatories of the Parties.

4. **NO PARTNERSHIPS OR JOINT VENTURES**

Nothing in this MoU or the supplementary agreements shall be construed as having joined the two institutions into a legal partnership or joint venture agreement.

5. **OFFICIAL NOTICES**

Official notices and correspondence regarding the MoU and any resulting supplemental agreements will be sent to:

Professor Zaher Dawy
Provost
American University of Beirut
Riad El-Solh / Beirut 1107 2020, Lebanon
PO Box 11-0236
Tel: 01-350-000, Ext. 2510
Email: zd03@aub.edu.lb

Professor Martha M. Umphrey
Provost and Dean of the Faculty
Amherst College
Converse Hall
PO Box 5000
Tel:+1- 413-542-2334
E-mail: geo@amherst.edu

6. **NON-EXCLUSIVITY**

This MoU is not exclusive, and both Parties shall be free to enter into similar arrangements and understandings with any other institution for a purpose similar to the subject matter hereof.

7. **CONFIDENTIALITY**

Each Party agrees to retain and keep Confidential Information received from the other Party and not to, whether directly or indirectly, disclose, copy, reproduce, transmit, display, or publish such information to any third party, including its officers, employees, representatives, advisors, or agents, except Authorized Persons.

8. **PRIVACY**

It is not the intention of the Parties to share Personal Identifiable Information. If pursuant to this MoU such information is disclosed, the disclosing Party undertakes that such information was gathered and shared in compliance with applicable data protection laws including the General Data Protection Regulation (GDPR). The receiving Party shall treat Personal Identifiable Information as sensitive and private and not disclose or share it with any third party, including its officers, employees, representatives, advisors, or agents, except Authorized Persons.

9. **PROPER USE**

Both Parties agree not to use, whether directly or indirectly, the Confidential Information for commercial gain or for any purpose other than the purpose for which the information was provided. Any deviation from that purpose cannot be undertaken by the Party receiving the information without the prior written consent of the Party disclosing the information. Nothing in this MoU shall be construed as granting any rights, by license or otherwise, to a Party in Confidential Information.

10. **INTELLECTUAL PROPERTY RIGHTS**

This MoU does not constitute in any way or manner a transfer of Intellectual Property Rights from a Party to the other Party, and does not grant a Party a license to use, whether prior to or during the term of this MoU or at any time thereafter, any of the Intellectual Property Rights owned by the other Party other than for the purpose stated in this MoU or in the supplemental agreements.

11. **USE OF NAME**

Neither Party shall use the name, logo, or trademark of the other Party without its express prior written consent to each particular use of its name, logo, or trademark.

12. **COMPLIANCE**

- 12.1. The Parties are committed to the principle of equal opportunity in education and employment. Each Party prohibits discrimination, discriminatory harassment, or sexual harassment misconduct 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. Such compliance, which might require the immediate termination of this MoU and/or the supplemental agreements, will not give rise to any liability or obligation for AUB.

SIGNATURES

Without intending to be legally bound, AUB and AMHERST have caused their duly authorized signatories to execute this Memorandum of Understanding as of the date first above written.

AMHERST COLLEGE

AMERICAN UNIVERSITY OF BEIRUT

Professor Martha M. Umphrey
Provost and Dean of the Faculty

Dr. Zaher Dawy
Provost

Martha M. Umphrey

Zaher Dawy
