

Agreement of Academic Cooperation

Between

**Yale University,
New Haven, CT, USA
On behalf of the Jonathan Edwards Center of the Yale School of Divinity**

and the

**Károli Gáspár University
of the Reformed Church
in Hungary H-1091 Budapest, Kálvin tér 9**

THIS AGREEMENT is dated as of August 25, 2011, between Yale University, a not-for-profit corporation organized and existing under and by virtue of a special charter and act of the general assembly of the Colony and State of Connecticut (“Yale”), on behalf of the Jonathan Edwards Center (“JEC”) of its School of Divinity and Károli Gáspár University, a university granted by the Hungarian Parliament in the year 1993 and chartered by the General Assembly of the Hungarian Reformed Church and organized as a non-profit educational corporation recognized by the Republic of Hungary (“KGU”);

WHEREAS, the JEC is a well-established center for the study of Jonathan Edwards’ life and work;

WHEREAS, KGU would like to collaborate with the JEC in pursuing collaborative activities relating to the study of the life and work of Jonathan Edwards;

WHEREAS, it is in the mutual interests of Yale and KGU to affiliate with each other to further the individual and collaborative study of the life and work of Jonathan Edwards;

NOW, THEREFORE, the parties hereby agree as follows:

1. MISSION AND ACTIVITIES OF THE COLLABORATION

A. Activities that are carried out under this Agreement will focus on research, education and publishing in the areas of theology and religion, and specifically on the communication and publication of fundamental knowledge of Jonathan Edwards’ life and work with an emphasis on primary sources and Jonathan Edwards’ influence in Hungarian churches and theology. The ultimate objective is to support students and teaching staff from both institutions in the gathering and exchanging of professional experiences and information in their respective countries. The collaboration shall include:

- Facilitating and stimulating fundamental research in Edwards and his influence in Hungary
- Empowering young and upcoming researchers in Hungary
- Identifying other institutions in Hungary committed to mutual cooperation in the area of Jonathan Edwards studies and, if determined to be desirable, establishing a regional network of such other institutions to work on cooperative programs and other activities
- Making available expertise in the area of Jonathan Edwards studies
- Enhancing relevant theological training and education
- Publishing applicable material including without limitation KGU contributing one article

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each year to the *JEC Online Journal* and contributions to the JEC blog and wiki

- B. The collaborative activities contemplated by the parties under this Agreement may also include (i) informal educational cooperation which may include discussions and sharing of information, planning of activities between the parties and with other institutions and (ii) the organisation of collaborative activities, such as conferences, seminars, symposia or lectures.
- C. The parties may, following execution by both parties of an addendum to this Agreement for such purpose agree to (i) reciprocal exchange and hosting of academic staff and/or students and (ii) formal research cooperation.
- D. The parties shall enter into addenda only in the event that collaborative activities have implications for funding, exchanges of faculty or students, use of either party's name, intellectual property rights or other specific issues that require additional documentation. In the event that the parties are engaging in traditional academic activities, such activities may occur without documentation. Except as expressly set forth in an addendum, neither party to this Agreement shall have any financial or other responsibility for any research project or other activity.
- E. The Parties intend to develop a short-term (1 year) plan for the year beginning August 25, 2011, and a long-term (3 year) plan for the three years thereafter.

2. POLICIES AND RELATED MATTERS

- A. Each of the parties shall abide by generally recognized principles regarding research ethics (for example, conflict of interest, and research misconduct in the nature of fabrication, falsification, and plagiarism) and establish procedures for enforcing those ethics. Each party agrees to promptly report any instance of suspected misconduct or breach of research ethics to the other party.
- B. The parties may publish the results of their research in appropriate academic journals following traditional scholarly standards regarding authorship and credits. All publications resulting from collaborative research will credit the collaboration and both parties with the following credit "The authors acknowledge with gratitude the support of the Yale- Károli Gáspár University Collaboration in Jonathan Edwards Studies."
- C. This cooperation shall not be exclusive and each party shall be free to affiliate with other institutions regarding Jonathan Edwards studies or otherwise.
- D. As a general matter and subject to any express agreement between the parties, the policies and procedures of (i) Yale will apply to all Yale personnel regardless of where located, and to all research or activities under this Agreement occurring at or based at Yale, and (ii) KGU will apply to all KGU personnel regardless of where located, and to all research or activities under this Agreement occurring at or based at KGU. In the event that a particular project or activity requires the adoption of the policies of one institution, or agreement as to exceptions or alternatives to such policies to avoid conflicts between policies, any such matters may be set out in an addendum to this Agreement. If personnel of Yale and personnel of KGU author or create materials jointly such materials may be jointly owned and both parties shall agree as to the distribution or other use of such materials.

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- E. In connection with the activities under this Agreement, neither party will discriminate in admissions, educational programs, clinical care, or employment against any individual on account of that individual's sex, race, color, religion, age, disability, status as a special disabled veteran, veteran of the Vietnam era or other covered veteran, or national or ethnic origin; nor will either party discriminate on the basis of sexual orientation or gender identity or expression.

3. COORDINATORS

- A. In order to carry out and fulfil the aims of this Agreement, the JEC and KGU shall each appoint a Co-ordinator who shall manage the development and conduct of joint activities.
- B. The initial Co-ordinator for KGU is the Director, Dr. Tibor Fabiny.
- C. The initial Co-ordinator for the JEC is the Executive Director.

4. DURATION AND TERMINATION

- A. This Agreement shall become effective on the date first referenced above and shall be valid for a period of 3 (three) years, but may be renewed or extended by mutual written consent.
- B. This Agreement may be terminated by either Party, at any time provided that the terminating Party gives written notice of its intention at least 1 (one) month prior to the termination date. Unless otherwise expressly agreed by the parties, the termination of this Agreement will operate to terminate any supplementary agreements or addenda then outstanding and related to the activities contemplated by this Agreement.
- C. Should any Party (the "breaching party") commit a breach of this Agreement and fail to cure that breach within 14 (fourteen) days after receipt of a written notice from the other Party (the "non-breaching party"), the non-breaching party shall be entitled, without prejudice to any other of its other rights under this Agreement or applicable law, to terminate this Agreement by written notice to the breaching party.

5. USE OF THE NAMES OF THE PARTIES

No party to this Agreement shall use the name, trade name, trademark, or any other designation of any other party to this Agreement or any school, college, division, department, or other unit of such party, or any employee of such party, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, for any public purpose without such party's prior written consent. No party to this Agreement shall issue a press release about the existence of this Agreement or any project or other activity under this Agreement without the prior written approval of both parties.

6. INDEMNIFICATION

- A. Each party (the "Indemnifying Party") shall indemnify the other party, and such party's respective trustees, officers, employees, contractors, students and agents (each, an "Indemnified Party") from and against all actions, claims, costs and demands which may be brought or made against any such Indemnified Party and all loss, damages, costs or

other claims for compensation and any reasonable legal or other expenses which are awarded against, incurred by or paid or agreed to be paid by such Indemnified Party arising out of or in connection with (a) the breach by the Indemnifying Party of the terms of this Agreement or any Statement of Work, (b) the breach by the Indemnifying Party of any law applicable to such party or its activities and (c) any actions or failure to act by any employee, contractor or agent of the Indemnifying Party.

B. Whenever an event or situation arises which, it is reasonable to believe, may lead to an indemnification obligation by any party pursuant to the terms of this Section, the indemnified Party shall give prompt written notice to the Indemnifying Party of such event or situation and, if a claim is made or suit is brought, the Indemnified Party shall immediately forward a copy of every demand, notice, summons, complaint or other process received by it or its representative to the Indemnifying Party. The Indemnifying Party shall assume the defense of such claim and all costs thereof. The Indemnified Party shall have the right to negotiate and consent to the terms of any settlement. The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in all phases of a claim and any proceeding arising therefrom, including but not limited to, assisting in the conduct of lawsuits, assisting in enforcing an agreement of contribution or indemnity against a third party, providing witnesses, and making records and information available to the Indemnifying Party, subject to the Indemnifying Party reimbursing all reasonable costs, liabilities, claims and expenses. The Indemnified Party shall have the right to employ separate counsel in any such claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Indemnifying Party. The Indemnifying Party shall not be responsible for any settlement of any such claim effected without its consent.

7. APPLICABLE LAW

- A. The interpretation of this Agreement and the adjudication of any claim or dispute arising therefrom, shall to the extent possible, be solved with mutual discussion and agreement.
- B. Notwithstanding the foregoing, this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principals relating to conflicts of law. The courts of the State of Connecticut and the United States District Court for the District of Connecticut, and relevant courts of appeal, shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the jurisdiction of those courts, including, but not limited to, the in personam jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction, and consent to service of process by mail in accordance with Section 8 below or any other manner permitted by law.

8. GENERAL PROVISIONS

- A. Amendments. The terms and provisions of this Agreement may be modified or amended only by the written consent of both parties.
- B. Notices. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid, (iii) sent by an internationally

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recognized overnight delivery service, with delivery confirmed or (iv) faxed, with receipt confirmed, and in each case addressed to each party at the addresses set forth below, or to such other persons or addresses as shall be designated in writing by such party to the other parties. A notice shall be deemed to have been given as of the date received by the intended recipient. Notices shall be addressed to:

If to Yale:

Yale Divinity School
409 Prospect St.
New Haven, CT 06511, U.S.A.
Attn: Dean

With a copy to:

Yale University
Office of the General Counsel
2 Whitney Avenue
New Haven, CT 06510, U.S.A.
Attn: General Counsel

If to KGU :

Károli Gáspár University ☐ ☐
H-1091 Budapest, Kálvin tér 9. ☐
Tel: +36-1-455-9060 ☐
Fax: +36-1-455-9062 ☐
E-mail: rektor@kre.hu

Attn: Director and Rektor

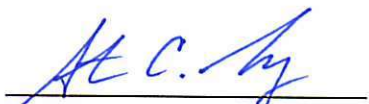
or such other address as a party may inform the other party in writing.

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all such counterparts, together, shall constitute one and the same legal instrument.
- D. Successors and Assigns. No party may assign or delegate its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties and to their respective successors and permitted assigns.
- E. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- F. Non-Waiver. No provision of this Agreement shall be deemed to have been waived except if the giving of such waiver is contained in a written notice given to the party claiming such waiver and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party in whose favor the waiver was given.

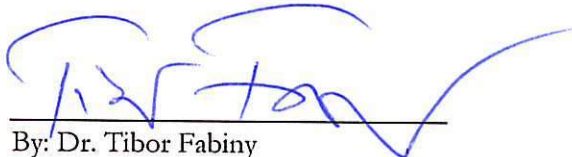
- G. Cooperation and Further Assurances. Each party agrees to execute, acknowledge, deliver, file and record such further certificates, instruments and documents, and to do such other acts and things, as may be required by law, or as may be necessary to carry out the terms of this Agreement.
- H. Force Majeure. "Force Majeure" shall mean earthquake, typhoon, pandemic, labor disturbance, flood, fire, war and any other force majeure events arising after the signing of this Agreement which prevent total or partial performance of the Agreement by either party, and which are unforeseen, or if foreseen, unavoidable, and beyond the control of such party. A party shall be excused from its obligations hereunder if prevented by force majeure so long as the party asserting force majeure provides the other party as prompt notice as reasonably possible of the occurrence of such an event and of the extent to which the party asserting force majeure believes the obligations of this Agreement must be suspended or cancelled.
- I. No Joint Venture. This Agreement is not intended, nor should anything herein be construed, to create the relationship of partners, joint venturers, principal and agent, employer and employee, or other fiduciary relationship between the parties hereto. Except as expressly set forth herein, neither of the parties hereto shall have any authority to represent or bind the other party in any manner whatsoever, and each party hereto shall be solely responsible and liable for its own acts.
- J. Entire Agreement; Amendments. This Agreement constitutes the entire, integrated agreement of the parties about the subject matter of this Agreement and any previous agreements, understandings, and negotiations on that subject cease to have any effect. This Agreement may be amended only by a written document signed by each party.
- K. Compliance with Laws. The parties hereto agree that all activities pursuant to this Agreement shall be conducted in compliance with the applicable laws and regulations.


IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed this Agreement, effective as of the date first set forth above.

For Yale University:


 By: Stephen C. Murphy
 Title: Associate Vice President
 Date: 9/2/11

For: Károli Gáspár University


 By: Dr. Tibor Fabiny
 Title: Director
 Date:


 By: BALLA, PÉTER
 Title: Rektor
 Date: 12. Dec. 2011.

