THE NEW SCHOOL NEW UNIVERSITY IN EXILE CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT (the "Agreement") is made and entered into on 30 November, 2023, by and between The New School, a New York education corporation with a principal place of business at 66 West 12th Street, New York, New York 10011 and European Humanities University, a university registered in Lithuania with a principal place of business at 01127 Vilnius, Saviciaus Str. 17 ("Host Institution").

WHEREAS, The New School has a long history of supporting exiled and endangered scholars;

WHEREAS, The New School is now launching the New University in Exile Consortium to continue and broaden its support of exiled and endangered scholars (the "Consortium");

WHEREAS, the efforts of the Consortium are intended to augment the work of current efforts supporting exiled and endangered scholars, including individual universities and organizations providing funding to rescue and support endangered scholars; and

WHEREAS, Host Institution desires to join the Consortium;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. To support the Consortium, The New School shall:
 - Provide administrative support, planning, and funding (to the extent available) for the Consortium
 programs, including hosting seminars, creating workshops, hosting an annual conference, and
 developing other collaborative projects that will create an intellectual community of the rescued scholars
 and of the universities that sponsor them. The Consortium will not undertake to select, fund or place
 threatened and exiled scholars, work that is carried out by other programs.
 - Designate a dedicated university liaison at The New School to manage the Consortium.
 - Maintain ongoing communications with Host Institution liaisons and Scholars.
 - Host a yearly Welcome Day, one seminar per semester, and an end-of-year conference for Consortium Scholars and Host Institutions that will include reports of work accomplished by Scholars together with their colleagues and discussion of programs for the coming year (the "Consortium Programming").
 - Seek long-term funding for the sustainability of the Consortium.
- 2. To support the Consortium, the Host Institution shall:
 - Host and support at least one exiled and endangered scholar accepted by the Host Institution (the
 "Scholars") for two years with the understanding that a re-evaluation will take place at the end of the
 first year. When the Host Institution already is hosting a Scholar in partnership with another
 organization or seeks to do so, the terms and conditions of that relationship shall not be affected by the
 Host Institution's joining the Consortium.
 - Designate a dedicated university liaison to represent the Host Institution in the Consortium and to communicate regularly with The New School.
 - Provide the Scholars with funding for travel and lodging to attend the Consortium Programming at The New School.

- 3. The New School reserves the right to seek additional Host Institutions to the Consortium. Host Institutions may choose to withdraw from the Consortium at any time by providing 90 days' written notice of such withdrawal to The New School. However, any Scholars already in progress or accepted prior to the termination notice shall be permitted to complete the then-current semester as a Scholar. The New School may request that Host Institutions withdraw or may dissolve the Consortium upon notification to the Host Institutions at least six months prior to the date of dissolution. Any Scholars already in progress or accepted prior to the withdrawal or dissolution notice shall be permitted to complete the then-current semester as a Scholar.
- The New School may include the Host Institution name and logo in print materials and on its website as 4. a member of the Consortium. The Host Institution may include The New School name and logo and information provided by The New School for purposes of promoting the Consortium and advertising the opportunity to Scholars.
- 5. The parties do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement shall be construed as creating such a relationship between the parties. Neither party may incur any obligation on behalf of the other.
- This Agreement constitutes the entire agreement between the parties and supersedes all previous 6. agreements on this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first written above.

The New School

-DocuSigned by:

Vice Dean, New School for Social Research,

11/2/2023

Date

Date

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