

PARTNERSHIP AGREEMENT

DIGITENS

« DIGITAl ENcyclopedia of European Sociability »

THIS PARTNERSHIP AGREEMENT is made on January 1st, 2019, hereinafter referred to as the Effective Date.

BETWEEN:

1. 'the Coordinator':

UNIVERSITE DE BRETAGNE OCCIDENTALE, 999902676, established in 3, rue des Archives, CS 93837, 29238 Brest Cedex 3, France, represented for the purposes of signing the Agreement by its President, Matthieu GALLOU,

2. **UNIVERSITE PARIS 13 (UP13)**, 926824331, established in 99, avenue Jean-Baptiste Clément, 93430 Villetaneuse, France, represented for the purposes of signing the Agreement by its President, Jean-Pierre ASTRUC who has delegated authority for the signature of the Agreement to Benoît BERTHOU, Head of the Industrial and Commercial Activities Service (SAIC),

3. **SORBONNE UNIVERSITE (SU)**, 909875521, established in 21 rue de l'école de médecine, 75006 Paris, France, represented for the purposes of signing the Agreement by its President, Jean CHAMBAZ,

4. **BIBLIOTHEQUE NATIONALE DE FRANCE (BNF)**, 999653774, established in Quai François Mauriac, 75076 Paris Cedex 13, France, represented for the purposes of signing the Agreement by its President, Laurence ENGEL,

5. **Musée Cognacq-Jay (MCJ)**, 918848894 Paris Musées / Musée Cognacq-Jay, siège 27 rue des Petites écuries, représentant légal président du CA

6. **THE UNIVERSITY OF WARWICK (WAR)**, 999976784, and its subsidiaries, whose administrative offices are at University House, Kirby Corner Road, Coventry CV4 8UW, UK represented for the purposes of signing the Agreement by Dr James Green, Research Development Manager, Research and Impact Services (WAR)

7. **The National Archives (TNA)** 928623487, established on Bessant Dr, Richmond, London TW9 4DU, United Kingdom, represented for the purposes of signing the Agreement by its Chief Executive and Keeper, Jeff JAMES, who has delegated authority for the signature of the Agreement to Dr Valerie JOHNSON, Director of Research and Collections.

8. **UNIwersytet Kazimierza Wielkiego (KWU)**, 998198774, established in 30 Jana Karola Chodkiewicza Street, 85-064 Bydgoszcz, Poland, represented for the purposes of signing the Agreement by its Vice-Rector for Science, prof. dr hab. Jarosław Burczyk

9. **UNIVERSITÄT GREIFSWALD (UG)**, 950557903, established in Domstrasse 11, 17489 Greifswald, Germany, represented for the purposes of signing the Agreement by its Head of Administration and Finance, Dr. Frank SCHÜTTE.

Hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

10. **THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MC GILL UNIVERSITY**, with a place of business at 845 Sherbrooke Street West, Montreal, Quebec, Canada, H3A 0G4, represented for the purposes of signing the Agreement by

11. **GROUPE DE RECHERCHE EN HISTOIRE DES SOCIABILITES ('GRHS') à l'UNIVERSITE DU QUEBEC A MONTREAL 'UQAM'**, established in 1255 Saint-Denis Street, Montreal H2X 3R9, Canada, representend for the purposes of signing the Agreement by prof. Pascal BASTIEN.

Hereinafter, jointly or individually, referred to as “Partner Organizations” or “Partner Organization”

The Beneficiaries and the Partner Organizations, hereinafter, jointly or individually referred to as “Parties” or “Party”

Relating to the Action entitled

DIGITal ENcyclopedia of European Sociability

in short

DIGITENS

Hereinafter referred to as “**Project**”

WHEREAS:

The Parties, having considerable experience in the field concerned and established a scientific partnership (GIS Sociabilités), have submitted a proposal for the Project to the Funding Authority as part of the H2020 – MSCA – RISE – 2018 Call (Marie Skłodowska-Curie Research and Innovation Staff Exchange).

The Beneficiaries have signed a Grant Agreement with the Funding Authority (hereinafter “**Grant Agreement**”) and a Consortium Agreement between themselves (hereinafter “**Consortium Agreement**”).

The Partner Organizations are associated to the Project and are identified with the Funding Authority. As such, the participation of the Partner Organizations to the Project, as well as the corresponding financial provisions, are addressed in the present Partnership Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

“**Access Rights**” means rights to use Results or Background under the terms and conditions laid down in this Partnership Agreement.

“**Background**” means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

- (a) is held by the Parties before they acceded to the Partnership Agreement, and
- (b) is needed to implement the action or Exploit the Results.

“**Consortium Plan**” means the description of the action and the related agreed budget defined in the Grant Agreement. It may be updated by the Steering Committee set up in the Consortium Agreement.

“**Exploitation**” of Background or Results means, for a Party:

- Using them in further research activities (outside the Project), or;
- Developing, creating or marketing a product or process, or;
- Creating and providing a service, or;
- Using them in standardization activities.

“**Fair and Reasonable Conditions**” means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example

the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

"**Funding Authority**" means the European Commission.

"**Defaulting Party**" means a Party which all the other Parties have identified to be in breach of this Partnership Agreement as specified in Section 3.2.3 of this Partnership Agreement.

"**DIGITENS encyclopedia**" means the online encyclopedia created and updated during the Project, <http://www.digitens.fr/1/accueil>

"**DIGITENS website**" means the Project website, updated by the Beneficiaries during the Project, <https://www.univ-brest.fr/digitens/>

"**Force Majeure**" means any situation or event that:

- prevents either Party from fulfilling their obligations under the Partnership Agreement,
- was unforeseeable, exceptional situation and beyond the Parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as Force Majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting Force Majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The Parties must immediately take all the necessary steps to limit any damage due to Force Majeure and do their best to resume implementation of the action as soon as possible.

The Party prevented by Force Majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

"**Needed**" means:

For the implementation of the Project: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For exploitation of own Results: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

"**Results**" means any (tangible or intangible) output of the Project such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Project, as well as any rights attached to it, including intellectual property rights.

"**Secondment**" means a period during which a staff member is hosted by a Party other than his/her employing entity.

"**Seconded Staff Member**" means a Party's staff member carrying out a Secondment.

"**Software**" means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

Section 2: Purpose

The purpose of this Partnership Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organization of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorized representative.

This Partnership Agreement shall have effect from the Effective Date identified at the beginning of this Partnership Agreement.

3.2 Duration and termination

This Partnership Agreement shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties under the Grant Agreement and under this Partnership Agreement.

3.2.1 However, this Partnership Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Partnership Agreement and/or if the Project is cancelled or terminated by the Funding Authority.

3.2.2 Withdrawal of a Party

A Party that wishes to withdraw from the Project shall notify as soon as possible the Coordinator, who will then inform the other Parties of its duly justified decision.

The Coordinator shall convene an extraordinary meeting with all Parties within fifteen (15) calendar days where the Party wishing to withdraw shall explain its reasons.

The Parties shall identify the consequences of this withdrawal and the execution of the part of the Project of the Party wishing to withdraw might, on the decision of the other Parties, be taken in charge by another Party.

3.2.3 Breach

In the event that a Party is identified to be in breach of its obligations under this Partnership Agreement (e.g. improper implementation of the Project), the Coordinator will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the non-defaulting Parties may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include reallocation of tasks or the termination of its participation.

3.2.4 Processes and consequences

In the cases specified in articles 3.2.1 to 3.2.3, the excluded or withdrawing Party agrees to communicate to the other Parties freely and immediately all files and information required to continue the execution of the Project.

This Partnership Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Partnership Agreement, notwithstanding any damages which the injured Party/ies might claim under Section 5.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect any rights or obligations of a Party leaving this Partnership Agreement incurred prior to the date of termination, unless otherwise agreed between the non-leaving Parties and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Governance Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Obligations during Secondments

4.2.1 Travel risks and management

The internal policy of each of the Parties regarding trip and stay organization apply to the DIGITENS Secondments.

During the Secondment period, the insurance of the Party employing the Seconded Staff Member (hereinafter referred to as the "Employing Party") will cover risks linked to occupational accident incurred by the Seconded Staff Member at the workplace or while travelling between his/her place of residence and his/her usual place of work or training, as well as, if applicable to this Party, damage to third parties or any property of the Party hosting the Secondment (hereinafter the "Hosting Party") caused by the Seconded Staff Member. The Parties shall not be borne responsible of accidents occurring outside of this frame.

Potential additional individual insurance may be covered either by the individual Seconded Staff Member or his/her Employing Party according to usual practices.

If need be, a Secondment is subject to the Seconded Staff Member obtaining a valid visa entitling him/her to work in the host country, and compliance with the host country's immigration rules. In the limit of what is possible, reasonable assistance shall be provided to the Seconded Staff Member by the Hosting Party in all administrative procedures required by the relevant authorities of the Employing Party, as well as by the Hosting Party in all administrative procedures necessary for the Secondment period, such as visas and work permits required by the relevant authorities in the country of the Host Party.

During a period of Secondment to a Party, the Seconded Staff Member shall remain employed by the Employing Party.

Except as otherwise set out, the Employing Party shall be solely responsible for the fulfillment towards the Seconded Staff Member of the obligations of Parties set out in Attachment 4.

The Hosting Party shall have no obligation or liability to the Employing Party or to the Seconded Staff Member for any of the conditions set out in Attachment 4, including but not limited to liability to the Employing Party or to the Seconded Staff Member for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

4.2.2 Hosting conditions

During their Secondments, Seconded Staff Members will be granted access to the minimum conditions to carry out their research work. For the purposes of this Partnership Agreement, hosting conditions are defined as:

- the provision of a clear visiting fellow status within the hosting Party and associated rights and obligations and the administrative support for academic purposes including an office space; including instruction to the Seconded Staff Member in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct,
- the possibility to use the facilities and the means, including the equipment, products and consumables, necessary for the Seconded Staff Member to perform the tasks as outlined in the Project, in particular IT and documentation resources provided by the Hosting Party;
- the possibility to be in touch with local researchers for scientific exchanges and counseling, and access to local scientific seminars in the Seconded Staff Member's field of research.

During Secondments, all Seconded Staff Members are subject to the internal rules of the Hosting Party, and to their discipline.

During the Secondment period, the Employing Party retains hierarchical and disciplinary authority.

The Hosting Party shall communicate to and instruct the Seconded Staff Member in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the Seconded Staff Member enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

4.2.3 Implementation of Secondments

Secondments must be prepared in due time according to the rules of the Party in charge of its organization.

By exception, McGill University may request the resumes of the Seconded Staff Members it will host. Any related modality shall however be notified to the other Parties upon signature of the Partnership Agreement. The Employing and Hosting Parties must conclude a Secondment Agreement (compulsory template provided as Attachment 3).

Beneficiaries are in charge of the registration of the Secondment activities on the EC Participant Portal.

The Seconded Staff Members will be required to provide the Coordinator with:

- a report on their activities during the Secondment, within twenty (20) days after the end of their Secondment;
- two entries for the DIGITENS Encyclopedia within the six (6) months after the end of their Secondment.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (including Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, loss of turnover, income, business, goodwill and opportunity or loss of or damage to reputation or to data, no matter how arising provided such damage was not caused by a willful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Attachment 2 provided such damage was not caused by (i) fraud, (ii) death or personal injury to natural persons (iii) a willful act by a Party in breach of any obligation accepted under this Partnership Agreement and for which the governing law prohibits the exclusion or the limitation of liability or (iv) gross negligence. For Partner Organizations, it is agreed that their share of the total costs of the Project amounts to the total costs of the Secondments they host plus the payments made to each by the Coordinator, as foreseen in Attachment 2.

The terms of this Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if it is prevented from fulfilling its obligations under the Partnership Agreement by Force Majeure.

Each Party will notify the competent Governance Bodies in writing of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Governance Bodies. All Parties shall use their reasonable endeavors to minimize the effects of any Force Majeure.

Section 6: Governance structure

6.1. General structure

The organisational structure of the Project shall comprise the following Governance Bodies:

- Coordinator;
- Scientific Committee
- Editorial Committee
- Communication Committee

For information purposes, another governance body has been set out in the Consortium Agreement: the Steering Committee.

The Steering Committee consists of a representative for each Beneficiary. It is responsible for the strategic orientation of the Project and drive the Project's progress and development. As such, it has the following responsibilities:

- Supervise the exchange programme
- Implement the Project
- Follow all budget related matters
- Coordinate the preparation of the reports and deliverables
- Act as an arbitrator in case of a conflict arising between the Beneficiaries.

6.2. General operational procedures for Governance Bodies

6.2.1 Convening meetings

The Coordinator shall convene meetings of the Governance Bodies.

Scientific Committee	Twice a year, for the duration of the Project
Editorial Committee	<ul style="list-style-type: none"> - In constant communication via email - Regular meetings from M1 and through the Project, in person or via video conference - Two formal meetings throughout the Project
Communication Committee	<ul style="list-style-type: none"> - Communication via email - Regular meetings, in person or via video conference - Two formal meetings throughout the Project

6.2.2 Notice of a meeting

The Coordinator shall give notice in writing of a meeting to the Parties as soon as possible and no later than thirty (30) calendar days preceding the meeting.

6.2.3 Sending the agenda

The Coordinator shall prepare and send Parties a written (original) agenda no later than fifteen (15) calendar days preceding the meeting.

6.2.4 Adding agenda items

Any agenda item requiring a decision by the Parties must be identified as such on the agenda.

Any Party may add an item to the original agenda by written notification to all of the other Parties up to seven (7) calendar days preceding the meeting.

6.2.5 During a meeting the Parties present or represented can unanimously agree to add a new item to the original agenda.

6.2.6 Meetings may also be held by teleconference or other telecommunication means.

6.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.9.

6.2.8 Any decision may also be taken without a meeting if the Coordinator circulates to all Parties a written document, which is then agreed by the defined majority of all Parties. Such document shall include the deadline for responses.

6.2.9 Minutes of meetings

a. The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Parties within thirty (30) calendar days of the meeting.

b. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Party has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

c. The Coordinator shall send the accepted minutes to all the Parties and shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.2.10. Veto rights

a. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Governance Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

- b. When the decision is foreseen on the original agenda, a Party may veto such a decision during the meeting only.
- c. When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting and within fifteen (15) calendar days after the draft minutes of the meeting are sent.
- d. When a decision has been taken without a meeting a Party may veto such decision within fifteen (15) calendar days after written notification by the Coordinator of the outcome of the vote.
- e. In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all.

6.2.11 Voting rules and quorum

- a. A Governance Body shall not deliberate and decide validly unless two-thirds (2/3) of the Parties are present or represented (quorum). If the quorum is not reached, the Coordinator shall convene another ordinary meeting within fifteen (15) calendar days. If in this meeting the quorum is not reached once more, the Coordinator shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Parties are present or represented.
- b. Each Party present or represented in the meeting shall have one vote.
- c. A Party which the Parties have declared according to Section 3.2 to be a Defaulting Party may not vote.
- d. Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.3 Specific operational procedures for the Governance Bodies

6.3.1 Coordinator

6.3.1.1. The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it in this Partnership Agreement.

6.3.1.2. In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of the Scientific Committee members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and other requested documents
- transmitting documents and information connected with the Project to any other Parties concerned
- fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.3.1.3. The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Project, unless explicitly stated otherwise in this Partnership Agreement.

6.3.1.4. The Coordinator shall not enlarge its role beyond the tasks specified in this Partnership Agreement.

6.3.2 Scientific Committee

6.3.2.1. Preparation and organization of meetings

Representation in meetings

The Scientific Committee shall consist of one representative of each Party. In addition to representatives, each Party shall also appoint an alternate to replace its representative at the Scientific Committee meetings when necessary.

Parties:

- should be present or represented at any meeting;
 - may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

Within the fifteen (15) days following the signature of the Partnership Agreement, each Party shall send to the Coordinator the list of their representatives to the Scientific Committee, as well as the list of the alternates, by email with acknowledgement of receipt.

This list may be amended by a Party at anytime by information to the Coordinator by email with acknowledgement of receipt.

The Coordinator shall keep the list of all representatives to the Scientific Committee up to date.

6.3.2.2 Tasks of the Scientific Committee

The Scientific Committee will make recommendations about research topics for the seminars, conferences, talks and exhibitions.

The main responsibilities of the Scientific Committee are:

- Prepare and disseminate call for papers for contributions for the conferences and the publication of collective works;
- Suggest keynote speakers for conferences;
- Set up conference program, organize panels and round tables;
- Define the abstract evaluation procedure;
- Contact potential contributors for the publication of the collective works;
- Organize a blind peer review procedure;
- Send the feedback of reviewers to the contributors;
- Maintain and develop the editorial schedule;
- Organizing the final closing conference of the DIGITENS Project;
- In the conditions of article 9.1.2, rule on the modifications and withdrawal of a Party's Background in Attachment 1.

6.3.3. Editorial Committee

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.4.1. Members

The Editorial Committee shall consist of a representative from each of the following Parties: UBO, UP13, BNF, WAR, UG, SU, TNA, The Royal Institution for the Advancement of Learning / McGill University and GRHS at UQAM.

The Coordinator shall chair all meetings of the Editorial Committee, unless decided otherwise by a majority of two-thirds (2/3).

6.3.4.2. Tasks

The main responsibilities of the Editorial Committee are to:

- Ensure coherence and quality of entries;
- Certify the copyright for any information, images or external sources has been properly ascertained;
- Make sure each entry is suitable for public dissemination;
- Ensure contributors of entries of collaborative writing are credited appropriately for their work and ensure that any specific conditions of reuse of these entries are properly detailed on the DIGITENS encyclopedia;
- Maintain and develop the editorial schedule;
- Keep all Parties updated on the progress of the DIGITENS Encyclopedia;

- Find connections between entries to encourage multiplicity to the research;
- Identify areas that need developing;
- Chase late or delayed entries.

6.3.4. Communication Committee

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.4.1. Members

The Communication Committee shall consist of a representative from each Party.

The Coordinator shall chair all meetings of the Communication Committee, unless decided otherwise by a majority of two-thirds.

6.3.4.2. Tasks

The Communication Committee is responsible for organizing and advertising all of the events scheduled throughout the Project.

Its main responsibilities are to:

- Advertise the Project and events on social media;
- Source other potential media, such as magazine and newspaper articles, radio and television appearances;
- Ensure communication with all target audiences;
- Work with the Coordinator and the Steering Committee to ensure suitable funding for events;
- Offer assistance for events planning with other members.

Section 7: Financial provisions

7.1 General Principles

Only the following Secondments are eligible for funding:

- Secondments between an academic Party to a non-academic Party and vice versa;
- Secondments from a Beneficiary to a Partner Organization;
- Secondments from a Partner Organization located in a Third Country to a Beneficiary, on the condition that the Third Country is eligible for funding, as specified in General Annex A of the Main Work Programme. As such, Secondments from Canada are not eligible for funding.

7.2 Financial Consequences of the termination of the participation of a Party

A Party leaving the Project shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Partnership Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.3 Budgeting and Payments

7.3.1 Budget

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

H2020 – MSCA – RISE – 2018 Call (Marie Skłodowska-Curie Research and Innovation Staff Exchange) program rules specify that Canada is listed as a Third Country which cannot claim any direct subsidy from the European Union.

As agreed by all Parties, the "Research, training and networking costs" and "Management an indirect costs" of each Secondment done will be retained by the Coordinator and transferred to each Parties according to the organization of the planned events as described in Attachment 2 (table of planned events and activities).

The amount retained will be used to recruit a Community Manager at UBO for the first 6 months of the Project to help the consortium with the management and the launching of the organization of the networking activities. The Community Manager will support the consortium in daily administrative and financial management work and handle the Project logistics. S/He will be responsible for the dissemination of information inside and outside the consortium, as well as the communication with the Funding Authority officers. S/He will be in charge of the implementation of appropriate management tools and the updating of these management tools. S/He will give support for the organization of events, training and conferences, as well as for the technical development of the DIGITENS encyclopedia.

These amounts retained will also be used to fund the Project activities, in particular the series of joint or networking activities (Kick-Off meeting and all events planned) and the communication costs.

7.3.2 Payments

Payments to the Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

Payment schedule and conditions to the Beneficiaries are addressed in the Consortium Agreement.

Payment schedule to the Partner Organizations is detailed in the table below:

GRHS at UQAM	5000 € all taxes included	First semester 2020	Organisation of a symposium
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MC GILL UNIVERSITY	3000 € all taxes included	First semester 2020	Publication fees

Payments due in accordance with this Section 7 shall be transferred by the Coordinator exclusive of bank transfer charges directly to the accounts of the Parties concerned. To this effect the Parties concerned shall notify to the Coordinator all necessary bank information as well as any modification thereof.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Governance Body to be in breach of its obligations under this Partnership Agreement or to a Party which has not yet signed this Partnership Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

Section 8: Results

For the avoidance of doubt, nothing in this Section 8 has impact on the confidentiality obligations set out in Section 10.

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

8.2.1 Two or more Parties own Results jointly if:

(a) they have jointly generated them and

(b) it is not possible to:

- establish the respective contribution of each Party, or

- separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree in writing on the allocation and terms of exercise of their joint ownership in a joint ownership agreement.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

8.2.2 It is however already agreed between the Parties that the Results uploaded on DIGITENS Encyclopedia to be enhanced during the Project according to the Consortium Plan will be made available on free open access, meaning that it will be accessible online, free of charge.

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 During the Project and for a period of one (1) year after the end of the Project, the dissemination of own Results of the Project by one or several Parties including but not restricted to publications and presentations, shall be subject to the following provisions.

Prior notice of a planned publication which includes Results of the Project (this excludes short news items to be published on the website) shall be given to the other Parties for review at least forty-five (45) calendar days before the publication. Any objection to the planned publication shall be made in writing to the Coordinator and to the Party or Parties proposing the dissemination within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the sent proposed publication may proceed with publication provided that, whether or not it has received an objection, any of another Party's Confidential Information may not be published.

8.3.1.2 An objection is justified if

(a) the protection of the objecting Party's Results or Background would be adversely affected

(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than ninety (90) calendar days from the time it raises such an objection. After ninety (90) calendar days the publication can proceed, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.1.4 However, these stipulations may not prevent : 1/ the obligations of each Party participating in the Project to produce an activity report for the institution or public establishment to which it belongs, insofar as this communication does not constitute a disclosure within the meaning of industrial property laws; and 2/ the defense of thesis of researchers whose scientific activity is related to the Project, this defense to be organized when necessary, to ensure that, while respecting current academic regulations, the confidentiality of certain Results of the work carried out under the Project.

8.3.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

8.3.4 Use of names, logos or trademarks

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1 Background included

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party can propose to the Scientific Committee to modify its Background in Attachment 1. Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Scientific Committee is needed should a Party wish to modify or withdraw its actual Background in Attachment 1.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

9.2.5 Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7 The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal non-commercial research and teaching activities shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

9.4.3 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.6.2, after the termination of the requesting Party's participation in the Project.

9.5 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by this Partnership Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.6 Access Rights for Parties leaving the Project

9.6.1 Access Rights granted to a leaving Party

9.6.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the non-defaulting Parties to terminate its participation in the Project.

9.6.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.6.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to this Partnership Agreement as if it had remained a Party for the whole duration of the Project.

9.7 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2 The Recipients hereby undertake in addition, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of ongoing obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure and was not previously acquired from Disclosing Party under any obligation of confidentiality; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Partnership Agreement consists of this core text and

- Attachment 1 (Background included)
- Attachment 2 (Budget)
- Attachment 3 (Certificate of Secondment)
- Attachment 4 (Article 32 of the Grant Agreement)

As regards the Beneficiaries, in case the terms of this Partnership Agreement are in conflict with the terms of the Grant Agreement and/or the Consortium Agreement, the terms of both the latter shall prevail, being understood that if the terms of the Consortium Agreement are in conflict with the terms of the Grant Agreement, the Grant Agreement shall prevail.

In case of conflicts between the attachments and the core text of this Partnership Agreement, the latter shall prevail.

Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Partnership Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Partnership Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Partnership Agreement (Sections 4.2, 9.6.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Partnership Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Partnership Agreement require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.6 Language

This Partnership Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7 Applicable law

This Partnership Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The Parties shall endeavor to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to the Partnership Agreement and any subsequent amendments of the Partnership Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

Section 12: Signatures

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

For the UNIVERSITE DE BRETAGNE OCCIDENTALE

Name: Matthieu GALLOU

Title: President

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

For the UNIVERSITE PARIS 13

Name: Benoît BERTHOU

Title: Head of SAIC

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For SORBONNE UNIVERSITE

Name: Jean CHAMBAZ

Title: President

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For BIBLIOTHEQUE NATIONALE DE FRANCE

Name: Laurence ENGEL

Title: President

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For Musée Cognacq-Jay (Paris Musées)

Name:

Title:

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For THE UNIVERSITY OF WARWICK

Name:

Title:

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For The National Archives

Name:

Title:

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For UNIWERSYTET KAZIMIERZA WIELKIEGO

Name: prof. dr. hab. Jarosław Burczyk

Title: Vice Rector for Science

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For UNIVERSITÄT GREIFSWALD

Name: Dr. Frank SCHÜTTE

Title: Head of Administration and Finance

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MC GILL UNIVERSITY

Name:

Title:

Signature:

Date:

Ref OV: 2018_00721

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

For UNIVERSITE DU QUEBEC A MONTREAL 'UQAM'

Name:

Title:

Signature:

Date:

ATTACHMENT 1: Background included

Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

UNIVERSITE DE BRETAGNE OCCIDENTALE

As to UNIVERSITE DE BRETAGNE OCCIDENTALE, it is agreed between the Parties that, to the best of their knowledge, The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
<p>-Collective work following the 2015 international conference <i>Unsocial sociability and socio-cultural tensions in Enlightenment Britain</i> in Paris : Kerhervé, Alain & Capdeville, Valérie, <i>British Sociability in the Long Eighteenth Century: Challenging the Anglo-French Connection</i> (Woodbridge: Boydell Press, forthcoming)</p> <p>-Current cycle of talks on <i>Cultural Transfers and the Circulation of Models of Sociability</i> organized by GIS Sociabilités at the Cognacq-Jay Museum and at Sorbonne Université (Maison de la recherche): to be published as volume 7 of the dedicated Transversales Series (Le Manuscrit, Paris)</p>		

This represents the status at the time of signature of this Partnership Agreement.

UNIVERSITE PARIS 13

As to UNIVERSITE PARIS 13, it is agreed between the Parties that, to the best of their knowledge, The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
<p>-Collective publication following the May 2015 international conference <i>Unsocial sociability and socio-cultural tensions in Enlightenment Britain</i> in Paris: Capdeville, Valérie & Kerhervé, Alain, <i>British Sociability in the Long Eighteenth Century: Challenging the Anglo-French Connection</i> (Woodbridge: Boydell Press, forthcoming)</p>	<p>Isilex is under GNU License 2014</p>	

<p>-Current cycle of talks on <i>Cultural Transfers and the Circulation of Models of Sociability</i> organized by GIS Sociabilités at the Cognacq- Jay Museum and at Sorbonne Université (Maison de la recherche): to be published as volume 7 of the dedicated Transversales Series (Le Manuscrit, Paris)</p> <p>-DIGITENS Encyclopedia database and platform, creation and technical conception by Xavier-Laurent Salvador & Fabrice Issac</p> <p>-Implementation of the CMS/XML designed in collaboration with the Konstanz team: ISILEX (Ref. <i>Revue Médiévale</i> février 2018) was first released as part of the <i>Bible Historiale</i> project (funded by the Mellon Foundation 2014)</p> <p>- TTN (Lab' Théorie, Textes, Numérique) : guarantees storage and backup service</p> <p>- International network in digital humanities: sourcing and methodology</p>		
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This represents the status at the time of signature of this Partnership Agreement.

SORBONNE UNIVERSITE

As to SORBONNE UNIVERSITE, it is agreed between the Parties that, to the best of their knowledge, The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
<p>-Current cycle of talks on <i>Cultural Transfers and the Circulation of Models of Sociability</i> organized by GIS Sociabilités at the Cognacq- Jay Museum and at Sorbonne Université (Maison de la recherche): to be published as volume 7 of the dedicated Transversales Series (Le Manuscrit, Paris)</p>		

This represents the status at the time of signature of this Partnership Agreement.

BIBLIOTHEQUE NATIONALE DE FRANCE

As to BIBLIOTHEQUE NATIONALE DE FRANCE, it is agreed between the Parties that, to the best of their knowledge, The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation

<p>Gallica is one of the major digital libraries available for free via the Internet. It provides access to any type of document: printed documents (books, press and magazines) in image and text mode, manuscripts, sound and iconographic documents, maps and plans.</p> <p>Nearly 5 million multimedia documents are digitized at this stage.</p> <p>The documents selected by the BnF illustrate the French written heritage and its influence in Europe and worldwide. They compose an encyclopaedic and comprehensive library, representative of major French authors and of the various trends of reflection and research over the centuries. Gathering rare or not easily available documents, this selection is completed by documents allowing to place these works in their intellectual context.</p>	<p>1/ The contents accessible on Gallica website are mostly digital reproductions of works from the collections of the BnF that are no more protected by intellectual property rights.</p> <p>The use of these reproductions is covered by French Law n°78-753 of 17 July 1978:</p> <ul style="list-style-type: none"> • The non-commercial use of these contents is free of charge, subject to compliance with the current legislation and notably the inclusion of the source's statement. • The commercial use of these contents is subject to payment and covered by a license. Commercial use includes the resale of the contents in the form of prepared products or the supply of services. <p>2/ Gallica's contents are the property of the BnF within the meaning of Article L.2112-1 of the French Public Entity Property General Code (Code Général de la Propriété des Personnes Publiques).</p> <p>3/ Some contents are subject to specific conditions of use. These are:</p> <ul style="list-style-type: none"> • Reproductions of documents protected by any copyright belonging to a third party. These documents cannot be used without the prior authorisation of the holder of the rights, except in the context of copying for private use. • Reproductions of documents held in partner libraries and other institutions. These are marked by means of the wording Source Gallica.BnF.fr / Bibliothèque municipale de ... (or other partner organisation). The user is directed to contact these organisations for their 	<p>Same as conditions for implementation.</p>
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	<p>conditions of use.</p> <p>4/ Gallica is a database, of which the BnF is the producer, protected within the scope of Articles L341-1 and thereafter of the French Intellectual Property Code.</p> <p>5/ These conditions for the use of Gallica's contents are governed by the laws of France. If the contents are to be used in another country, it is the responsibility of each user to ensure that any such project complies with the laws of that country.</p> <p>6/ The user agrees to comply with these conditions of use as well as applicable legislation, notably that relating to intellectual property. A failure to comply with these provisions can be subject to a fine as defined by the law of 17 July 1978.</p> <p>7/ For high definition reproduction of documents from Gallica, contact reproduction@bnf.fr</p>	
<p>A number of virtual exhibitions (http://expositions.bnf.fr/index.php) are likely to provide material for the themes of Digitens as for example : The freemasonry, Emilie du Châtelet, Casanova, the Enlightenment, etc.</p> <p>as well as catalogues of BnF exhibitions, such as "the Bastille ou l'enfer des vivants": http://editions.bnf.fr/la-bastille-ou-lenfer-des-vivants</p>	<p>The same restrictions that may apply to contents available on Gallica may apply to any of its content used in any digital exhibition or catalogues of BnF exhibitions.</p> <p>Especially, some of those contents, as well as any other content unavailable on Gallica but used on any BnF digital exhibition or catalogue of one of BnF exhibition, are or maybe be subject to other specific conditions of use. These are:</p> <ul style="list-style-type: none"> • Reproductions of documents, or any works, including texts, specially created for a digital exhibition or a catalogue of one of BnF exhibition, protected by any copyright belonging to a third party. These documents or other 	<p>Same as conditions for implementation.</p>

	<p>works cannot be used without the prior authorisation of the holder of the rights, except in the context of copying for private use.</p> <p>Reproductions of documents held in partner libraries and other institutions. These are marked by means of the wording Source Gallica.BnF.fr / Bibliothèque municipale de ... (or other partner organisation). The user is directed to contact these organisations for their conditions of use.</p>	
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This represents the status at the time of signature of this Partnership Agreement.

Musée Cognacq-Jay (Paris Musées)

As to Musée Cognacq-Jay (Paris Musées), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of Musée Cognacq-Jay (Paris Musées) shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Partnership Agreement.

THE UNIVERSITY OF WARWICK

As to THE UNIVERSITE OF WARWICK, it is agreed between the Parties that, to the best of their knowledge, The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
Background relating to digitizing work carried out on the Curzon Collection.		
Background relating to work carried out toward an exhibition on Napoleon's 100 days.		

This represents the status at the time of signature of this Partnership Agreement.

The National Archives

As to THE NATIONAL ARCHIVES, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Partnership Agreement.

UNIwersytet Kazimierza Wielkiego

As to UNIwersytet Kazimierza Wielkiego, it is agreed between the Parties that, to the best of their knowledge, The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
<p>Following the 2018 conference on <i>Sociable Encounters</i> in Greifswald, Jakub Lipski's chapter on sociability and Robinson Crusoe will be submitted for publication in the edited volume of conference proceedings.</p> <p>The members' background will determine the thematic scope of the projected seminar held at KWU in 2021.</p>		

This represents the status at the time of signature of this Partnership Agreement.

UNIVERSITÄT GREIFSWALD

As to UNIVERSITÄT GREIFSWALD, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Partnership Agreement.

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MC GILL UNIVERSITY

As to THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MC GILL UNIVERSITY, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MC GILL UNIVERSITY shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Partnership Agreement.

GRHS - UNIVERSITE DU QUEBEC A MONTREAL 'UQAM'

As to GRHS, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of GRHS shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Partnership Agreement.

ATTACHMENT 2: Budget breakdown synthesis

DIGITENS Budget of the activities planned in the project

Year 1				Planned costs per participant											
Project expenses	Location	Month	Details	Total costs	UBO	UP13	SU	BNF	MCI	WAR	TNA	KWU	UG	MCG	UQAM
Coordinators meeting	EU-Commission Brussels	M1	2 UBO	900 €	900 €										
Kick off Meeting	UBO - Brest France	M2	2-days meeting Nb of participants: UBO: 3 / UP13: 3 / SU: 1 / BNF: 3 / MCI: 1 / WAR: 2 / TNA: 2 / KWU: 2 / UG: 2 / MCG: 0 / UQAM: 1 Meals for participants	11 900 €	1 350 €	1 725 €	575 €	1 725 €	575 €	1 700 €	1 700 €	1 700 €	850 €		*
Conference Cycle	MCI- Paris France	M3	To be funded by other sources (GIS)	- €											
Conference Cycle	MCI- Paris France	M4	To be funded by other sources (GIS)	- €											
Two day international conference and Digital training workshop	UBO - Brest France	M5	International Conference: 2-days event / Digital Training workshop: 1 day event Participants to the conference: 2 Keynotes speakers + UBO: 4 / UP13: 2 / SU: 1 / WAR: 1 / KWU: 2 / UG: 1 / MCG: 1 / UQAM: 0 TNA/1 Participants to the workshop: UBO: 2 / UP13: 1 / SU: 1 / WAR: 1 / KWU: 1 / UG: 2 / MCG: 1 / UQAM: 0 / MCI: 1 / TNA: 1 / BNF: 2 3 meals: 15 participants + travel and subsistence cost for 2 keynotes	13 175 €	4 500 €	1 275 €	700 €	900 €	450 €	1 000 €	1 000 €	1 850 €	1 500 €	*	
Conference Cycle	MCI- Paris France	M6	To be funded by other sources (GIS)	- €											
ISECS Conference	Edinburgh UK	M7	Fiat rate 1000€ managed by UBO (to be used with internal open calls for participation to the conference)	1 000 €	1 000 €										
Workshop on letter writing	BNF - Paris France	M11	1 Day event Nb of participants: UBO: 2 / TNA: 1 / BNF: 3 Meals for 6 participants (lunch)	1 750 €	900 €			150 €			700 €				
Project meeting	UP13 - Paris France	M12	1 day meeting Nb of participants: UBO: 3 / UP13: 2 / SU: 2 / BNF: 2 / MCI: 1 / WAR: 1 / TNA: 1 / KWU: 1 / UG: 1	4 500 €	1 350 €	350 €				700 €	700 €	700 €	700 €	video conference	video conference
Extra meetings in Paris or Brussels				- €	0 €										
Copyrights				1 000 €				500 €			500 €				
Communication costs				3 000 €	2 000 €			500 €			500 €				
TOTAL YEAR 1				37 225 €	12 000 €	3 350 €	1 275 €	3 775 €	1 025 €	3 400 €	5 100 €	4 250 €	3 050 €	0 €	0 €

Year 2				Planned costs per participant											
Workshop on letter writing	TNA - London UK	M15	Nb participants: UBO: 2 / BNF: 1 / UG: 1	2 250 €	1 400 €						150 €		700 €		
Project meeting	BNF - Paris France	M17	2 day meeting + review with project officer Nb of participants: 2 UBO / 2 UP13 / 2 SU / 2 BNF / 1 WAR / 1 TNA / 1 KWU / 1 UG	4 850 €	1 150 €		300 €		850 €	850 €	850 €	850 €	850 €		
Two day international conference at Montreal	Montreal Canada	M18	Participation to conference costs: GRHS 5000€ (incl. the funding of DIGITENS members transport costs)	5 000 €											5 000 €
Cycle of talks	UG- Greifswald Germany	M21	1 keynote speaker + meal for 5 persons	825 €									825 €		
Conference Cycle	MCJ- Paris France	M23	To be funded by other sources (GIS)	- €											
Project meeting	UP13 - Paris France	M24	1 day meeting Nb of participants: UBO: 2 / UP13: 2 / SU: 2 / BNF: 2 / MCJ: 1 / WAR: 1 / TNA: 1 / KWU: 1 / UG: 1	4 025 €	900 €	325 €				700 €	700 €	700 €	700 €	video conference	video conference
Cycle of talks at SU	SU Paris France	M24	To be funded by other sources (GIS)	- €											
Extra meetings in Paris or Brussels				400 €	400 €										
Copyrights				1 000 €			500 €				500 €				
TOTAL YEAR 2				18 350 €	3 850 €	325 €	0 €	800 €	0 €	1 550 €	2 200 €	1 550 €	3 075 €	0 €	5 000 €

Year 3				Planned costs per participant													
Panel on enlightenment sociability, St Hugh's College	Oxford - UK	M25	Flat rate 1000€ managed by UBO (to be used with internal open calls for participation to the conference)	1 000 €	1 000 €												
UP13 Cycle of talks M26	UP13- Paris France	M26	To be funded by other sources (GIS)	- €													
MCJ Cycle of talks M27	MCJ- Paris France	M27	To be funded by other sources (GIS)	- €													
Project meeting	UP13- Paris France	M29	1 day-meeting Nb of participants: UBO: 2 / UP13: 2 / SU: 2 / BNF: 2 / MCJ: 1 / WAR: 1 / TNA: 1 / KWU: 1 / UG: 1	4 025 €	900 €	325 €					700 €	700 €	700 €	700 €	video conference	video conference	
Exhibition	MCJ- Paris France	M29-31	Participation to organisation/communication costs	500 €						500 €							
Panel on European Sociability	Poland	M33	Participation to organisation / communication costs	2 000 €									2 000 €				
Final Conference	UBO - Brest France	M35	UBO - Brest - 3-days meeting All project members (nb of persons: UBO: 4 / UP13: 2 / SU: 2 / BNF: 2 / MCJ: 1 / WAR: 2 / TNA: 2 / KWU: 2 / UG: 1 / UQAM: 1 / MCG:1) 2 keynotes speakers (invited by organizing participant) Meals for participants	19 650 €	7 750 €	1 400 €	1 400 €	1 400 €	700 €	2 000 €	2 000 €	2 000 €	1 000 €	*	*		
Publications				5 000 €	2 000 €										3 000 €		
TOTAL YEAR 3				32 175 €	11 650 €	1 725 €	1 400 €	1 400 €	1 200 €	2 700 €	2 700 €	4 700 €	1 700 €	3 000 €	0 €		
TOTAL PARTNER				87 750,00 €	27 500 €	5 400 €	2 675 €	5 975 €	2 225 €	7 650 €	10 000 €	10 500 €	7 825 €	3 000 €	5 000 €		

* Funded by the organizing participant

Flat-rates:

	Travel	Subsistence/per day	2 nights	3 nights	4 nights
Travel and subsistence in a same country:	200	125	450	575	700
Travel and subsistence Europe:	400	150	700	850	1000
Travel and subsistence Canada-Europe:	900	150	1200	1350	1500
1 meal for 1 person	25				

ATTACHMENT 3: Secondment Agreement

SECONDMENT AGREEMENT

This agreement is concluded

BETWEEN

1 (« the Employer ») for the Secondment of his employee (“the Seconded Staff Member”)

and

2 (« the Host Organisation»)

WHEREAS

- (A) The SECONDED STAFF MEMBER is employed by the Employer and they have signed an employment contract.
- (B) The Employer has agreed with the Host Organisation to ensure the Secondment on the basis of the mobilities planned in the Marie Curie Research and Innovation Staff Exchange project entitled « The DIGITal ENcyclopedia of European Sociability » with the acronym “DIGITENS” (the “Project”) and its subsequent contracts (DIGITENS Consortium Agreement, DIGITENS Partnership Agreements and Grant Agreement N° 823862).

IT IS AGREED AS FOLLOWS

Seconded Staff Member Profile

Title	
First Name	
Last Name	
Researcher Category ¹	
Birth Date	
Gender	
Nationality	
E-mail	
Phone	

Secondment information

Employer – Sending Organisation	
Host Organisation	
Supervisor at the Host Organisation	
Start Date	
End Date	

¹ Choose between ER : Experienced Researcher and ESR : Early-Stage Researcher

Secondment report

Following its Secondment, the SECONDED STAFF MEMBER undertakes to complete online, on the DIGITENS website, a report describing the work performed during the Secondment, the sources used and data collected and the main results achieved so far, and to indicate the titles of the two DIGITENS entries that will be submitted on the DIGITENS encyclopedia platform.

The Employer confirms, under the provisions of article 32.1 of the Grant Agreement, that it has informed the SECONDED STAFF MEMBER of its obligations during and after the Secondment.

Duration

This agreement shall enter into force on XX/XX/XXXX (hereinafter the "Effective Date") and shall terminate upon the end of the Secondment, on XX/XX/XXXX.

Responsibilities

The SECONDED STAFF MEMBER will be working full-time and exclusively for the Project during the Secondment. The SECONDED STAFF MEMBER must be (early-stage or experienced) researchers or administrative, managerial or technical staff supporting the research and innovation activities of the Project. They must be actively engaged in or linked to research and innovation activities for at least one month (full-time equivalent) at the sending institution, before the first period of Secondment.

The Secondment is subject to the SECONDED STAFF MEMBER being and remaining eligible to be appointed in the seconding country and is subject to the SECONDED STAFF MEMBER obtaining a valid visa entitling him/her to work in the Host Organisation country and compliance with the Host Organisation country's immigration rules.

The Employer shall retain hierarchic authority on the SECONDED STAFF MEMBER and assure compliance with all of its obligations under labour law, including:

- (i) the obligation to continue to pay and manage such Seconded Staff Member pursuant to the applicable legislation and internal policies of the Employer;
- (ii) ensuring that the SECONDED STAFF MEMBER is covered at all times during the Secondment under a social security scheme providing an adequate protection. To avoid doubt, this may include ensuring that the SECONDED STAFF MEMBER is covered by his/her own health insurance policy covering the period he is living and/or travelling in connection with such Secondment.

The Host Organisation shall provide access to and free use of premises, infrastructure, equipment, products and consumables where considered reasonable and foreseeable within the framework of the Project, during the Secondment.

While seconded, the SECONDED STAFF MEMBER shall be under the day-to-day control of the Host Organisation and shall undertake to comply with the working practices of the Host Organisation. The SECONDED STAFF MEMBER has the same rights as any visiting scientist in the institution, and at least the same working conditions and standards as those applicable to local persons holding a similar position. During his/her stay in the Host Organisation, the SECONDED STAFF MEMBER is considered as a Marie Curie fellow.

Provided that there is no conflict with any provision of the Grant Agreement, the Consortium Agreement, the Partnership Agreements or this Agreement, the SECONDED STAFF MEMBER shall be subject to, and required to observe, all rules, regulations, policies and requirements of such Host Organisation, including but not limited to non-

disclosure of Confidential Information, health and safety, security and export control requirements, conduct, hours of work and predetermined Host Organisation holidays.

If the SECONDED STAFF MEMBER breaches any rule, regulation, policy or requirement of the Host Party, the Host Organization may decide to terminate this agreement and forbid the SECONDED STAFF MEMBER to come into its premises with immediate effect.

The SECONDED STAFF MEMBER must submit on the DIGITENS encyclopedia platform within fifteen (15) days after the end of the Secondment period two entry proposals for the Digital Encyclopedia of Sociability. The full entries will have to be submitted on the DIGITENS encyclopedia platform within six (6) months after the end of the Secondment.

The Employer and the SECONDED STAFF MEMBER understand that the access to Host Organisation premises may involve risk of damage and injuries, and the SECONDED STAFF MEMBER shall be responsible for exercising due care in use of facilities and property, according to Host Organisation instructions. Host Organisation shall inform the SECONDED STAFF MEMBER of any risks to which the SECONDED STAFF MEMBER may be exposed on its premises as required by health and safety law and/or practices applicable to such Host Organisation.

SECONDED STAFF MEMBER will not remove from Host Organisation's premises, or claim right to, any Host Organisation's property (except with the Host Organisation's permission).

The Employer confirms, under the provision of article 32.1 of the Grant Agreement, that it has informed the SECONDED STAFF MEMBER of its obligations under the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers.

Confidentiality – Publications - Intellectual Property

As a reminder, all publications or communications must mention support of the European Commission under the MSCA-RISE-2018-823862-DIGITENS and of the parties to the Project in conformity with the Grant Agreement, along with the affiliation of the SECONDED STAFF MEMBER.

The Employer confirms, under the provision of article 32.1 of the Grant Agreement, that it has informed the SECONDED STAFF MEMBER of its obligations related to confidentiality, publications and communications.

Financial Arrangements

The SECONDED STAFF MEMBER will use the project funds received from his/her Employer top-up allowance to cover the travel, accommodation and subsistence costs during the Secondment period in the Host Organisation.

Done in English in on, in three original copies.

For the *Host Institution*,
.....

The *seconded member*,
.....

Signature:

Read and agreed:

For the *Employer*,
.....

Signature:

ATTACHMENT 4: Article 32 of the Grant Agreement

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR SECONDED STAFF MEMBERS

32.1 Obligations towards seconded staff members

The beneficiaries must respect the following recruitment and working conditions for the seconded staff member under the action:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers¹⁷ and ensure that the seconded staff members are aware of them;
- (b) ensure that the rights and obligations of the seconded staff members remain unchanged during the secondment;
- (c) ensure that seconded staff members are reintegrated after the secondment;
- (d) ensure that the seconded staff members enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local persons holding a similar position;
- (e) ensure that the seconded staff members are covered by an adequate medical insurance scheme;
- (f) ensure that the staff members are seconded full-time;
- (g) ensure that the seconded staff members have the relevant expertise for the action;
- (h) inform the seconded staff members about:
 - the description, conditions, location and the timetable for the implementation of the secondment under the action;
 - the rights and obligations of the beneficiary toward the seconded staff members under this Agreement;
 - the obligation of the seconded staff members to complete and submit — at the end of the secondment — the evaluation questionnaire and — two years later — the follow-up questionnaire provided by the Agency;
 - the arrangements related to the intellectual property rights between the beneficiary and the seconded staff members — during implementation of the secondment and afterwards;
 - the obligation of the seconded staff members to maintain confidentiality (see Article 36);
 - the obligation of the seconded staff members to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);

¹⁷ Commission Recommendation No 251/2005/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

- (i) assist the seconded staff members in the administrative procedures related to their secondment;
- (j) use the costs of seconded staff members (see Article 6) to contribute to their subsistence and mobility
- (k) ensure that the seconded staff members do not have to bear any costs for the implementation of the action as described in Annex 1.