

## **PARTNERSHIP AGREEMENT**

OPE-2023-0122 (UP8 reference)

### **BETWEEN**

Université Paris 8 Vincennes Saint-Denis,  
having its registered office at 2, rue de la Liberté, 93526 Saint-Denis Cedex, France  
Represented by Mrs. Annick ALLAIGRE, President,

Acting for and on behalf of the research laboratory “Institut d’histoire du temps présent – UMR 8244”, co-represented Mrs. Malika RAHAL and Mrs. Pauline PERETZ,

hereafter referred to as “**UP8**” and “**IHTP**” respectively,

### **AND**

Universidade do Estado de Santa Catarina  
having its registered office at Avenida Madre Benvenuta, 2007 – Florianópolis/Santa Catarina,  
bairro Itacorubi, CEP 88035-901, Brasil,  
Represented by Mr. Dilmar Baretta, Rector,

Acting for and on behalf of the research laboratories “Laboratório de História Pública e Patrimônio Cultural” (LABHPAC), Laboratório da Imagem e do Som (LIS) and the research program Arquivos Marginais (AM)

hereafter referred to as “**UDESC**”, “**LABHPAC**”, “**LIS**” and “**AM**” respectively,

Hereafter referred to individually or collectively as the “**Party**” or the “**Parties**”.

UDESC specializes in, among other things, history of the present time,  
UP8 specializes in, among other things, social sciences, humanities, art,

### **HAVE AGREED AS FOLLOWS:**

#### **RECITALS**

The Parties agree to carry out a joint research project on the history of prisons and the study of sensitive archives, hereafter referred to as “the Project”. The Project consists of two main parts, which are described in Annex 1.

#### **Article 1: General Conditions**

The aims of this Agreement are:



- To establish the institutional partnership between the Parties, in order to contribute to the dissemination, exchange and theoretical-methodological debate related to the history of prisons, sensitive archives, personal files, traumatic events, testimony, memory and the uses or policies of the past.
- To provide the exchange between researchers, graduate and post-graduate students of the LABHPAC, the LIS and the AM program, and the IHTP.
- To hold events that can encourage the participation of undergraduate students, graduate and post-graduate students in themes common to the projects;
- To create spaces for the exchange of experiences and dialogue between academic researchers linked to the Parties;
- To produce knowledge that may result in bibliographic material to be published in books and journals on the topics mentioned, as well as the creation of historical dissemination materials in other languages, such as podcasts, video-documentaries, performances and exhibitions with organization and collective curatorship.

Pauline Peretz is designed as the UP8 Coordinator of the Project.

Viviane Trindade Borges is designed as the UDESC Coordinator of the Project.

## **Article 2: Project Team**

The UP8 project members are Pauline Peretz, Mathias Gardet, Malika Rahal, and Antoine Rivière.

The UDESC project members are Viviane Trindade Borges, Rogério Rosa Rodrigues, Reinaldo Lindolfo Lohn, Mariana Rangel Joffily, Silvia Maria Fávero Arend, Felipe Noé da Silva, Walderez Simões Costa Ramalho, Caroline Jaques Cubas, Emerson César de Campos, Cristiani Beretta da Silva e Janice Gonçalves.

The project members will remain full-time employees of their original institutions for the whole duration of the Project, who shall also be responsible for their social security coverage. They shall not receive any financial compensation from the other Party for their work under the Project.

## **Article 3: Financial terms**

Each Party will be financially responsible for the organization of events taking place in its headquarters, and for the eventual publication fees for the publications conducted at its initiative. The funding of travels for researchers and students between UDESC and UP8 will be covered by one of the Parties, depending on the funds available for the IHTP at UP8 and for the LABHPAC, the LIS and the AM at UDESC respectively, at the time of the travels.

Both Parties commit to participate in calls for projects by external institutions to finance mobility within the framework of the Project.



## **Article 4: Intellectual property rights, Publications and Confidentiality**

### **5.1 Definitions**

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

Background: means any data, know-how, information whatever its form or nature, tangible or intangible including any rights such as Intellectual Property rights, which is: (i) held by a Party before the Effective date; (ii) needed for carrying out the Project or for exploiting the Results of the Project; and identified by the Parties in writing at the Effective date.

### **5.2 Ownership of Results and Background**

#### **5.2.1 Ownership of Results**

Results shall be the property of the Party carrying out the work generating that Results.

If the Parties have joint ownership of a Result, they shall establish an agreement regarding the allocation and terms of exercising that joint ownership.

#### **5.2.2 Ownership of Background**

It is agreed between the Parties that, to the best of their knowledge:

- No data, know-how or information of UP8 shall be Needed by the other Party for implementation of the Project or Exploitation of that other Party's Results.
- No data, know-how or information of UDESC shall be Needed by the other 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 Agreement.

Except to specifications below, there is no transfer of Background results due to this partnership agreement.

#### **5.2.3 Access rights to Results**

Access rights to Results owned by a Party shall be granted to the other Party on fair and reasonable conditions if it is needed by this Party to exploit its Results.

Notwithstanding, each Party can freely use Results if it is needed for in further research activities, excluding any industrial or commercial exploitation.

### **5.3 Use of Results**



Unless otherwise agreed in a separate joint ownership agreement, each Party may grant non-exclusive licenses to third parties to exploit jointly-owned Results (without any right to sub-license), if the other Party are given:

- (a) at least fifteen (15) days advance notice and
- (b) fair and reasonable conditions.

## **5.4 Confidentiality**

### **5.4.1 Definition**

Confidential Information: means any document, material, information or data, in any form, that is communicated by a Party to the other Party in whatsoever way, during the realization of the Project, and which has been explicitly identified as “confidential”, or write down as confidential, fifteen (15) days after the disclosure in case of oral communication.

### **5.4.1 Confidentiality Rules**

Each Party involves itself neither to publish nor to disclose, in any manner, the scientific, technical or commercial information, other than ones result from the Project, received from the other Party, and notably the Background owning by this other Party and that this Party might know during the realization of the Project. This obligation is effective until that information becomes publicly available.

Parties involve themselves:

- Not to use Confidential Information with another view than the completion of the Project;
- Not to communicate Confidential Information to a third party without the approval of the disclosing Party;
- Destroy or return the supports of Confidential Information to the disclosing Party by its request.

Notwithstanding, those specifications do not apply:

- when Confidential Information have been publicly disclosed without any infringement to this partnership Agreement;
- when the holder Party of a Confidential Information notify to the other Party that this information is not confidential anymore;
- when Confidential Information has been communicated to the other Party by a third party to this partnership agreement which was not bound by confidentiality clauses from the disclosing Party;
- When Confidential Information was already in possession of the other Party before its disclosure, provided it can prove it.

This commitment remains in force until the end of this partnership agreement or its termination and five (5) years after.

## **5.5 Publication and Communication**



During this partnership agreement and twelve (12) month after its termination, any publication or any communication about Results, by any Party, will be communicated to the other Party, fifteen (15) days before the publication or communication.

The consulting Party will study this information notably as regards those following points:

- Non-disclosure of Confidential Information;
- Identification of Results that could be protected by Intellectual Property right;

The consulting Party will be allowed to delete or modify some details that could be prejudicial for industrial and commercial exploitation in good conditions of Results. Such deletion or modification will not detract the scientific value of the publication.

Without reply within fifteen (15) days after the request, the publication or communication is considered as accepted.

Parties cannot use the name, brand or logo of the other Party in advertisements. Moreover, Parties must not send out the names of staff member involved in the Project, nor brand or logo of the other Party without its written agreement.

#### **Article 6: Protection of personal data**

Any transfer of personal data between the partners to this agreement will be subject to Standard Contractual Clauses for the transfer of personal data to third countries (SCC), in accordance with the European Regulation concerning General Data Protection (GDPR), in a separate specific agreement.

Any eventual contractual relationship with subcontractors must be carried out in compliance with the rules of the General Data Protection Regulation.

In all cases, the contracting parties will have to ensure that there are adequate safeguards for the protection of privacy and freedoms in all their contractual relations including with third parties.

#### **Article 7: Obligations of the parties- Termination**

This partnership agreement may be terminated by either Party upon thirty (30) days advance written notice to the other Party in the event that one of the Parties fails to fulfill one or more of its obligations.

Exercise of the right to terminate the agreement shall not exempt the defaulting Party from fulfilling its obligations until the date the termination takes effect, without prejudice to compensation for damage that may have been suffered by the complainant due to the early termination of the agreement.

#### **Article 8: Duration**

This partnership agreement shall enter into force when the two signatures will be done. It is concluded for a period of four (4) years.

**Article 9: Language of the agreement.**

This partnership agreement has been drawn up in English.

**Article 10: Applicable law and competent court**

This partnership agreement shall be governed by French law.

In the event of litigations born of the interpretation or execution of present, the parts will have to seek in a spirit of co-operation, an equitable solution.

Any controversy or claim arising out of or relation to any provision of this agreement which is unable to be amicably settled shall be settled by the French appropriate court of jurisdiction.

**Article 11: Annexes**

The following document is attached to this Agreement:

- a) Annex 1: Project Description

Where the main body of the Agreement and one of its annexes are contradictory, it is the body of this Agreement that shall prevail.

Executed in two (2) originals,

Executed in Saint-Denis, on October 3, 2023

**For UP8**  
**Mrs Annick Allaigre**  
**President**

**For UDESC**  
**Mr Dilmar Baretta**  
**Rector**







## Assinaturas do documento



Código para verificação: **231QYST3**

Este documento foi assinado digitalmente pelos seguintes signatários nas datas indicadas:



**DILMAR BARETTA** (CPF: 824.XXX.769-XX) em 10/08/2023 às 16:03:29

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