Partnership Agreement

Between the following two (2) Parties

1) Utrecht University, Faculty of Humanities, established at Kromme Nieuwe Gracht 46, 3512 HJ, Utrecht, the Netherlands

And

2) The Regents of the University of California on behalf of The Dean of the Department of History, University of Los Angeles, Bunche Hall, 951473, Los Angeles, USA

Recitals:

Whereas Utrecht University has been successful in obtaining a “Marie Curie International Outgoing Fellowship” Contract No. PIOF-GA-2010-272962 with the European Commission, as part of the Seventh European Community Framework Programme, for a project called “Sparks of Reason: Urban Culture, Vernacular Rationalism and New Perspectives on the Enlightenment (the “Fellowship”).

And

The Parties have discussed the research training activities under the Fellowship which is of mutual interest and benefit to the Parties, which will further the instructional and research objectives of the Parties in a manner consistent with their status as educational institutions. The successful holder of the Fellowship is Mr Ruben Buys, PhD (“the Fellow”);

And

That Parties have agreed to the following terms and conditions established in this Partnership Agreement (“the Partnership Agreement”).

Article 1 Secondment

1.1 The University of California, Department of History agrees to host the Fellow as part of his EC Marie Curie International Outgoing Fellowship as described in the Description of Work at Annex 1, for 18 months beginning September 1, 2012 to March 1, 2014 (“the Secondment Period”).

1.2 The designated scientist with overall responsibility for the research training activities described herein and to whom the designated scientist at the University of California should address all communications, is Prof. Wijnand Mijnhardt, Descartes Centre, Trans 4, 3512 JK Utrecht, the Netherlands (reference Annex II).

1.3 The designated scientist who will supervise the Fellow’s research training activities during the secondment period and to whom all communications shall be addressed, will be Prof. Margaret Jacob, University of California, Department of History, Bunche Hall, Los Angeles.
1.4 The University of California undertakes to:

(a) ensure that the Fellow enjoys, at any place of the implementation of the research training activities during the Secondment Period the same standards of safety as accorded to local researchers holding a similar position;

(b) have, throughout the duration of the Secondment Period, the means, including the infrastructure, equipment and products, for implementing the project in the scientific and technical fields concerned and to make these means available to the Fellow, as necessary;

(c) provide reasonable assistance to the Fellow in all administrative procedures required by the University of California’s relevant authorities, such as visas and work permission; as well as in assisting in finding accommodation.

1.5 The University of California will inform Utrecht University, at the earliest opportunity, of any circumstances likely to affect the performance of this Partnership Agreement.

Article 2 Remuneration

2.1 Utrecht University will provide a maximum of 9000 euros to the University of California for use by the Fellow, during the Secondment Period, for the Fellow’s Participation Expenses and related Overhead. The University of California will invoice Utrecht University on a one-time basis for the full amount. In the event the Agreement is terminated prior to the Fellow’s completion of the Secondment Period, the University of California will reimburse a prorated share of the amount provided, consistent with the terms of the MIOF Award.

2.2 Utrecht University will provide 7000 euro to University of California for general management and overhead for the stay of the fellow: 3500 euro will be transferred at the start of the fellow’s stay at the University of California and 3500 euro upon completion of the fellowship.

Article 3 Audit

3.1 The University of California shall keep the original or, in exceptional cases, duly substantiated copies of all documents relating to the Partnership Agreement for up to five years from the end of the agreement. These shall be put at the European Commission’s disposal where requested during the execution of any audit under the EC Contract with Utrecht University related to this agreement.

Article 4 Confidentiality

4.1 The Parties undertake to preserve the confidentiality of any information or other material communicated to them in relation to this agreement which has been identified as confidential, or in the case of oral disclosure, where such disclosure has been confirmed in writing as confidential within 30 days of initial disclosure. This obligation no longer applies where:

(a) such information or other material becomes publicly available through work or actions lawfully performed outside this contract and not based on activities under it; or
(b) the content of the information or other material has been communicated without confidentiality restrictions, or where these are subsequently waived; or
(c) the information or other material is lawfully received from a third party who is in lawful possession thereof and under no obligation of confidence to the disclosing party.
(d) a period of three (3) years has elapsed since the information was disclosed by one party to the other.

Article 5 Fellowship Effort

5.1 The Fellow shall undertake his Fellowship with the University of California, in accordance with his EC Marie Curie International Outgoing Fellowship, on a full-time basis. Day to day working arrangements will be agreed between the Fellow and the University of California.

Article 6 Survival of Articles

6.1 Articles 3, 4, 9, 10 and 12 will survive the end of this Partnership Agreement, to the extent specified in each respective Article.

Article 7 Administrative Matters

7.1 Throughout the duration of the Secondment Period any policy or administrative matters can be dealt with in accordance with the University of California’s policies and procedures. Utrecht University will be advised of any such matters.

Article 8 Termination

8.1 Either Party may terminate this Partnership Arrangement for any reason by giving one month’s notice in writing to the other.

8.2 Address for notices are as detailed at Article 1.

Article 9 Inventions and Intellectual Property

9.1 The parties foresee that the Fellow may make inventions or create other intellectual property in the course of his duties within the Secondment Period.

9.2 For the avoidance of doubt, the rights to inventions, results and other intellectual property made or created by the Fellow within the Secondment Period will vest in accordance with the Patent and Copyright policies of the University of California. For any intellectual property he creates during the Secondment Period, the Fellow will have a non-exclusive, royalty-free internal use right for educational and research purposes.

Article 10 Indemnity

10.1 Each party agrees to indemnify the other party of this Partnership Agreement against all costs, charges, actions, claims and demands arising from any (1) negligent or intentional act by the indemnifying party in the performance of this Partnership Agreement or (2) a default of this Partnership Agreement, which causes: death, or damage or injury to the person or property of the other party to this Partnership Agreement or any third party.
Article 11 Reports/Deliverables

11.1 The University of California, through the designated scientist, Prof. Margaret Jacob, agrees to provide the necessary information and will co-operate in order that Utrecht University can complete and send periodic activity reports as required by the European Commission. Such necessary information will include but not be limited to:

(a) the progress towards the objectives of the Project;
(b) the progress towards the milestones and deliverables foreseen in the research training activities;
(c) the identification of any problems encountered and corrective action taken;
(d) any financial or other management reports required.

11.2 The University of California agrees to complete the evaluation questionnaires provided by the European Commission during the Secondment and at the end of the Project including any follow-up questionnaires.

11.3 Throughout the duration of the Secondment Period each Party agrees to keep the other Party fully informed and will provide such information as may reasonably be required in respect of the research training activities, the administration and management of the Project and the Fellow.

Article 12 Publication and Publicity

12.1 The Parties will acknowledge the support of the European Commission under the Marie Curie International Outgoing Fellowship Programme in any related publication or publicity.

12.2 Any publication or publicity in whatever form must specify that the contents reflect only the author’s views and not the views of the European Commission.

12.3 Where publication or publicity requires the use of a European Commission emblem, the Utrecht University logo, the University of California logo, or other similar mark or logo prior permission must be obtained from the European Commission, Utrecht University, or the University of California as applicable.

12.4 If the Parties have agreed in writing that a Project deliverable is to be available to the public, any Party may publish information included in such Project deliverable without any notifications to the other Party and without any other Party’s consent.

12.5 For the avoidance of doubt, it is stated that unless otherwise agreed between the Parties concerned no Party shall have the right to publish or allow the publication of data which includes any information restricted under United States (U.S.) Export Control laws and regulations (as provided below), Knowledge of the other Party, Pre-Existing Know-How of the other Party or confidential information of the other Party even where such data is amalgamated with such first Party’s Knowledge, Pre-existing Know-How or other information, document or material. Any use of such other Party’s data or potential violation of U.S. Export Control laws or regulations justifies objection to the publication by the Party concerned. To ensure Utrecht University’s and Fellow’s compliance with
U.S. export control laws, Utrecht University and the Fellow shall not publish any data first produced under this Agreement, nor authorize others to do so, without prior review by the University of California. For the purpose of identifying material of the University of California of a confidential nature or involving national security or export concerns ("Confidential Information"), Utrecht University and/or the Fellow shall submit a copy of all proposed publications or presentations to the designated scientist, prof. Margaret Jacob for review at least thirty (30) days prior to submission for publication or public presentation. Utrecht University and/or the Fellow shall remove any Confidential Information as requested by the University of California prior to publication or public presentation. The University of California will not unreasonably restrict Utrecht University's or the Fellow's publication of research findings, except to request removal of Confidential Information from pending publications as described above. Utrecht University and the Fellow will comply with all such requests from the University of California that they receive within the 30-day review period.

12.6 In the event that a Party objects to the publication of data in accordance with Article 12.5 above, the Parties concerned shall use all reasonable endeavours to overcome such opposition (for example by amendment to the planned publication or by postponing such publication). The opposing Party shall not unreasonably continue the opposition if appropriate actions have been taken.

Article 13 Entire Agreement

13.1 This Partnership Agreement including its Annexes represents the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes and replaces any oral or written communications heretofore made between the Parties relating to the said subject matter.

Article 14 Assignment

14.1 This Partnership Agreement shall not be assigned by any Party without the prior written consent of the Parties hereto.

Article 15 Agreement Modification

15.1 Any agreement to change the terms of this Partnership Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorised representatives of the Parties hereto.

Article 16 Rights of Third Parties

16.1 Nothing in this Partnership Agreement confers or purports to confer on any third party any right to enforce any term of this contract.

SIGNED on behalf of the Regents of the University of California

[Signature]

Keith Andre
Contract Officer
DATE

13/08/12

SIGNED on behalf of Utrecht University

Prof. Dr. Wiljan van den Akker
Dean Faculty of Humanities

READ AND AGREED BY THE FELLOW

Dr Ruben Buys

DATE

ANNEX I

Project Proposal/Description of Work
SEVENTH FRAMEWORK PROGRAMME

Marie Curie Actions

People

Marie Curie International Outgoing Fellowship (IOF)

Annex I - “Description of Work”

Part A

1. Full Title: Sparks of Reason. Urban Culture, Vernacular Rationalism and New Perspectives on the Enlightenment.
   a. Acronym: Sparks of Reason
   b. Scientific Panel: SOC

2. Proposal Number: 272962

3. Grant Agreement Number: PIOF-GA-2010-272962

4. Duration of the project: 30 months

5. Beneficiary and Researcher:
   a. Beneficiary: UNIVERSITEIT UTRECHT
   b. Scientist in Charge (Return phase): Prof. Wijnand MIJNHARDT
   c. Scientist in Charge (Outgoing phase): Prof. Margaret JACOB
   d. Name of Researcher: Dr. Ruben Stefan BUYS
   e. Nationality of the Researcher: NL
## Overall Maximum Contribution of the Union

<table>
<thead>
<tr>
<th>Reporting Periods</th>
<th>Eligible expenses for the activities carried out by the researcher</th>
<th>Eligible expenses related to the activities of the host organisations</th>
<th>Maximum EU contribution</th>
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</thead>
<tbody>
<tr>
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<td>A1 Monthly Living Allowance</td>
<td>A2 Monthly Mobility Allowance</td>
<td>B Travel Allowance</td>
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<tr>
<td>1 (outgoing phase)</td>
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<tr>
<td>2 (return phase)</td>
<td>61532.4</td>
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<td>Total (€)</td>
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Pre-financing: 131767.72€

Intermediate payment: 37647.92€

Final payment: 188239.96€
Category A1

Monthly Living Allowance: Fixed amount as specified in Table 3.1 of the work programme. The monthly living allowance rates for individual countries are obtained by applying to these rates the correction factor for the cost of living as referred to in Table 3 of the work programme.

Category A2

Monthly Mobility Allowance: fixed amount to cover expenses linked to the relocation of the researcher and her/his family in the host country: reference rate of 500 € for researchers without a family and 800 € for researchers with family. The reference date for the family situation is the relevant deadline for submission of proposals. The monthly mobility allowance rates for individual countries are obtained by applying to these rates the correction factor for the cost of living as referred to in Table 3 of the work programme.

Category B

Travel Allowance: Fixed amount as specified in Table 3.2 of the work programme.

Category C: Not applicable.

Category D

Contribution to the participation expenses of eligible researchers: Contribution managed by the hosting organisations for expenses related to the participation of eligible researchers to research and training activities (meeting and conference attendance, participation in training actions, research costs etc.): fixed amount of 500 € per researcher-month for non-laboratory based research projects; 800 € per researcher-month for laboratory based research projects.

Category E: Not applicable.

Category F: Not applicable.

Category G & H

Management activities (including audit certification) and contribution to overheads: Fixed-amount of EUR 700 per researcher month, to which the correction factor for the cost of living as referred to in Table 3.3 of the work programme, is applied (for each phase). The total amount of this contribution cannot exceed 20% of the total direct costs excluding the direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the beneficiary.

Category I: No: applicable.
7. Grant agreement deliverables

<table>
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<tr>
<th>REPORT PERIOD</th>
<th>SCIENTIFIC MID-TERM REPORT DUE AT MONTH</th>
<th>PERIODIC REPORTS* DUE AT MONTH</th>
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* They include the activity and management reports and the financial statement (Form C).

8. Project Abstract:

Current debates on the Enlightenment and its influence on present-day society call for an informed scholarly response. What exactly is the Enlightenment? What are its historical roots and how is it being used in current public debate? This project aims to contribute to such a response by introducing a specific tradition of urban lay philosophy—namely ‘vernacular rationalism’ in the Netherlands—as a new factor in our understanding of the rise and meaning of Enlightenment. As a secondary objective, the project aims to assess the relevance of lay philosophy generally for the understanding of early modern society and culture.

This is achieved by (1) examining the philosophical and socio-cultural legacy of 16th-century vernacular rationalism and its function in the Dutch Golden Age, (2) using this to enhance our understanding of the Enlightenment as a historical phenomenon and as a historiographic notion, and (3) turning the case of vernacular rationalism into an informed illustration of the relevance of lay philosophy generally for early modern studies.

Underpinning these research objectives is the strong conviction that it should be natural for intellectual historians to see philosophical ideas as responses to social, religious, political and other issues. The project will therefore reflect an interdisciplinary approach, seeking to integrate—under close monitoring of highly experienced multi/interdisciplinary supervisors—knowledge and methods from various fields of study. As such, it stands at the crossroads of philosophy, culture history and literary studies.

By assessing, refining and correcting our knowledge of the foundations of present-day European society and culture, the project will enhance excellence and increase understanding on a subject directly relevant to the ERA and the EU at large.

The mobility is genuine, as its aim is my training in a first-rate US environment and my re-integration into an outstanding multidisciplinary environment in Europe.
PART B

Implementation

The project corresponds to the project description given in proposal N° 272962 (call reference: FP7-PEOPLE-2010-IOF) and will be executed as described in the relevant section of part B of the proposal, as attached.

The Union support of Marie Curie Actions will be referenced in publications, conference papers, presentations and posters in connection with this project. This will include the sentence "This research was supported by a Marie Curie International Outgoing Fellowship within the 7th European Community Framework Programme", as well as, if relevant, the EU and Marie Curie logos.