

AGREEMENT

Between

The Département of the Ardèche represented by Mr Pascal TERRASSE,
President of the General Council, authorized to act after deliberation by the permanent
commission which met on January 7th 2008, hereafter referred to as "The Département"

Of the first part

And

The United States Holocaust Memorial Museum, a State body authorised by and
constituted under Public Law 105-292 of October 12th 2000 having its Registered Office
situate 100 Raoul Wallenberg Place, SW, Washington DC 20024-2150, United States of
America, represented for the purposes hereof by Mr Paul Shapiro, Director of the Center
for Advanced Holocaust Studies, Museum Division, hereinafter referred to as "The
Museum"

And the Centre de Documentation Juive Contemporaine, an Association constituted under
the Act of July 1st 1901, having its Registered Office situate 17 rue Geoffroy l'Asnier, 75004
Paris (France) represented for the purposes hereof by Mr Eric de ROTHSCHILD,
hereinafter referred to as the CDJC.

Of the second part

Having regard to the Code of Territorial Communities

Having regard to the National Heritage Code and in particular to Articles L 211-1 and
following thereof

Having regard to Act n° 78-17 as amended of January 6th 1978 pertaining to Data
processing, computerized files and freedoms

Having regard to Act n° 78-753 as amended of July 17th 1978 containing various measures
designed to improve relations between the public and the Administration together with
various provisions of an administrative, fiscal and social nature.

Having regard to Act n° 83-8 of January 7th 1983 as amended pertaining to the distribution
of powers between Communes, Départements and the State,

Having regard to Act n° 83-663 of July 22nd 1983 as amended completing Act n° 83-8 of January 7th 1983 pertaining to the distribution of powers between Communes, Départements, Regions and the State

Having regard to the Agreement between the Director of the French National Archives and the United States Holocaust Memorial Museum signed on August 15th, 2007.

Having regard to the Agreement between the Director of the French National Archives and the Centre de Documentation Juive Contemporaine signed on January 10th, 2008,

Having regard to 36 US Code §§ 2301-2310 concerning the United States Holocaust Memorial Museum.

PREAMBLE

The Museum is designed to present the history of the persecution and assassination of 6 million Jews and millions of other victims of Nazi tyranny between 1933 and 1945.

The paramount purpose of the Museum is to inform the citizens of the United States and the whole world of the unfolding of this unprecedented tragedy and to perpetuate the memory of these events.

The CDJC is the leading research center into the Shoah in Europe and since its inception has collected documents dealing with the fate of Jews in France during the Second World War and made the same available for consultation by researchers and families of victims.

The Département – Directorate of the Départemental Archives of the Ardèche has the task of ensuring the conservation and communication of archives originating in said Département or pertaining to the latter

The Directorate of the French National Archives exercises the scientific and technical control of the State over the territorial archives services

French Public Archives possess documents concerning the Holocaust in its historical context prior to, during and after the second World War (1933-1948).

In consequence whereof, the parties hereto have agreed as follows:

Article I

Purpose of the cooperation

The present agreement is intended to determine the conditions in which the CDJC and the Museum shall be authorised to copy archives defined in the preamble hereof and in the possession of Public Territorial Archive services and in particular of the Directorate of the Départemental Archive service of the Ardèche. The copying programme shall be drawn up by common agreement between the parties. The parties hereby agree to cooperate in harmony to achieve the performance hereof.

Article II

Duties of the Départemental Archives of the Ardèche

- 1) The Département of the Ardèche hereby authorises the CDJC and the Museum to copy or microfilm files or bundles of archive documents relating to the Second World War. Such copying shall be made of complete items which shall be listed in an inventory.
- 2) The copying of documents not freely available to the public under the National Heritage Code shall only be carried out after the obtaining of a derogation granted by the Directorate of the French National Archives.
- 3) Microfilms of archives of which communication is currently restricted shall be kept by the Département of the Ardèche until such time as the original documents are freely available to the public. These documents shall at such time be transmitted to the CDJC and the Museum.

Article III

Duties of the Mémorial-CDJC and the Museum

- 1) The CDJC and the Museum shall bear the cost of the transport of the documents to the premises of the enterprise chosen to do the microfilming and their return to the Archives départementales de l'Ardèche. The transport of the documents shall be done as follows: they shall be placed in sturdy containers designed for the transport of fragile and precious documents, in a vehicle with a fire extinguisher, two persons present during the transport who make sure that the vehicle is never left unattended and with an insurance policy covering theft and destruction of the documents.

- 2) The CDJC and the Museum acknowledge and guarantee the rights of the Département of the Ardèche and the producer services in and to the original documents which it possesses and manages in accordance with the law.
- 3) The photographer(s) and the company hired by the CDJC and the Museum shall give a formal undertaking not to disclose any information obtained in documents requiring authorisation for copying by way of a derogation from the normal rules governing the communication of public archives.
- 4) The company chosen by the CDJC and the Museum to copy documents shall take out insurance providing permanent cover for risks which might arise in its contractual relationship with the Département.
- 5) Microfilming operations shall comply with the technical standards defined in the agreement dated August 15, 2007 entered into by the Museum and the Directorate of the French National Archives.
- 6) The CDJC and the Museum shall supply free of charge the Départemental Archives of the Département of the Ardèche with a set of silver negatives of all documents copied as well as a set of CD-ROMs of all the documents reproduced.
- 7) The CDJC and the Museum shall facilitate for the Départemental Archives of the Département of the Ardèche the communication and duplication of the archives which it keeps, in a manner compatible with normal standards applicable thereto
- 8) The CDCJ and the Museum shall require all third parties (whether natural persons or legal entities) who have been granted access to the microfilms made to sign an undertaking to comply with the following conditions:
 - (a) No document microfilmed hereunder shall be distributed on the Internet, World Wide Web or any other computer network accessible to the public other than the intranet network of the reading rooms of the CDCJ and the Museum without the express prior agreement of the Director of the Départemental Archives of the Ardèche.
 - (b) Any commercial use of the copying of microfilmed documents shall require prior written consent of the Département and the Director of the Départemental Archives of the Ardèche acting in the name of the State in its capacity as owner of said documents. The party using such documents shall if so required pay a fee for such use. Any publication of said document(s) shall bear the following credit : “ Départemental Archives of the Ardèche”.

- (c) The use of microfilmed documents is governed by the principles of fair use as provided for in the Berne Convention of 1886 as amended for the protection of literary and artistic works and in particular by Article 10 thereof, in accordance with statutory provisions in force in each country having signed said Convention.

Article IV

Miscellaneous provisions

- 1) This agreement is entered into for a term of ten (10) years as from the date hereof (“The Period”) and unless terminated prior to the expiry of said term by sixty (60) days written notice served by one party on the other party, shall be automatically renewed for one or more five (5) year periods (each to be considered as being an “Additional period”). It may be terminated before the normal date of expiry by 90 days written notice served by one of the parties on the other party.
- 2) This agreement has been drawn up in six copies: three in the English language three in the French language and each language version shall be deemed to have equal validity.
- 3) The parties hereby agree that, with the exception of what is required for the performance hereof, neither party will use nor permit any third party, whether a natural person or legal entity, to use in any manner whatsoever names, marks or acronyms of the other party, including for advertising purposes, without prior express written consent of said other party.
- 4) The Museum is an independent federal body constituted in the United States of America. The CDJC is an independent French Association constituted under the Act of July 1st 1901 as amended. The Museum and the CDCJ have each signed the present agreement under the powers specific to each of the signing bodies. In the event of failure by the Museum and the CDCJ to perform their obligations hereunder, the Département-Directorate or Départemental Archive Service of the Ardèche shall address any complaints and claims for redress solely to the Museum and the CDCJ and not to any other party, whether a natural person or legal entity.

- 5) The addresses of the three contracting parties are as follows

Département of the Ardèche
General Council
BP 737
070007 Privas cedex
France
Marked : À l'attention du Président

Centre de documentation juive contemporaine
17 rue Geoffroy l'Asnier
75004 Paris
France
Marked: A l'attention du President .

United States Holocaust Memorial Museum
100 Raoul Wallenberg Place,SW
Washington DC 20024-2126
United States of America
Marked : For the attention of the Director, Center for Advanced Holocaust
Studies.

- 6) None of the parties hereto shall assign this agreement without the prior written consent of the other party.
- 7) No amendment or modification of this agreement shall take effect if it is not made in writing and agreed to by the authorised representatives of each party.

Mr Pascal TERRASSE
President of the General Council of the Département

Signed in Privas on

Eric de ROTHSCHILD
President of the CDCJ

Signed in Paris on

Paul A. SHAPIRO
Director of the Center for Advanced Holocaust Studies
United States Holocaust Memorial Museum

Signed in Washington on