## LICENSE AGREEMENT

made this December 13, 2018 between

Vittorio Klostermann GmbH, Westerbachstraíše 47, 60489 Frankfurt am Main, Germany (hereinafter called the Proprietor) and

Stredisko spolecnych cinnosti AV CR, Narodni 3, Praha, 11000, Czech Republic (hereinafter called the Publisher)

## WHERE IT IS MUTUALLY AGREED AS FOLLOWS:

§ 1

1. The Proprietor hereby grants to the Publisher the exclusive license to publish and sell in printed volume form, in the Czech language throughout the world the work entitled:

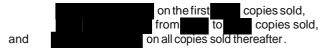
Martin Heidegger, GA vol. 97: Anmerkungen I-V (Schwarze Hefte 1942-1948)

 $(hereinafter \, called \, the \, Work), subject to \, the \, terms \, and \, conditions \, set for th \, here under.$ 

2. The Work will be published by Academia Nakladatelství, a division of Stredisko spolecnych cinnosti AV CR.

§2

The Publisher shall pay to the Proprietor the non-returnable advance of EUR 2.000,- (two thousand Euro) payable on signature of this Agreement. The advance specified in this paragraph shall not be subject to repayment to the Publisher regardless of the number of copies of the Work actually printed and sold. Said advance shall be set against the following royalties on the Publisher's suggested retail price on each (trade) copy of the Work sold by the Publisher:



The Publisher agrees to make prompt payment of the advance, but in no instance shall payment be made later than 30 (thirty) days after full execution of this Agreement. If payment is not made within such time, the Proprietor may terminate this Agreement by written notice to the Publisher without prejudice to any of the rights of the Proprietor, including, without limitation, the right to receive any money due pursuant to this Agreement.

§3

If the Publisher fails to issue his edition of the said Work within 36 (thirty-six) months of the date of this Agreement, the rights herein licensed shall revert to the Proprietor at once without further notice and any advance payment made by the Publisher under the terms of this Agreement shall be forfeited without prejudice to any further claim which the Proprietor may have for damages and/or otherwise.

§4

The translation of the said Work (including the title and subtitle of the Work) shall be made faithfully and accurately from the Latest edition of the Work and any abbreviations, additions or alterations shall be made only with the prior written consent of the Proprietor. The chosen and approved translator is Professor . The Publisher agrees to submit, upon request, the translation of the Work to the Proprietor for approval, such approval not to be unreasonably withheld.

Furthermore, the Publisher agrees to submit the cover design to the Proprietor. The Proprietor will forward it to Martin Heidegger's Estate for approval, such approval not to be unreasonably withheld.

If a preface or afterword to the Czech edition of the Work is planned, it has to comply with the requirements stipulated in the attached "Addendum A" ("Guidelines" by Arnulf Heidegger and Dr. Hermann Heidegger) and has to be sent to the Proprietor for the Estate's approval before publication.

§ 5

The name of the Author(s) shall appear in its customary form in due prominence on the title page, cover and binding of every copy produced and on all advertisements of the said Work.

The original German title of the Work, the name of the original editor and the following copyright notice shall appear in Latin letters in the license edition: © Vittorio Klostermann GmbH, Frankfurt am Main, 2015.

§ 6

No advertising of any kind is allowed in any edition of the said Work except for promotion of the Publisher's own titles.

	§ 7
The Publisher, upon publication, shall forward The Publisher shall also send upon publication	complimentary copies free of charge to the Proprietor. gratis copies of any reprint to the Proprietor.

<u></u>88

No subsidiary rights are granted.

§ 9

The license herein granted is assigned to the Publisher solely and shall not be transferred without the written consent of the Proprietor.

§ 10

The Publisher shall not remainder his edition without the prior written consent of the Proprietor.

On remaindering, the rights shall without further notice revert to the Proprietor without prejudice to the Proprietor's claim for damages or to any monies paid.

§ 11

The Publisher shall render a detailed account of sales of the said Work once a year to the 31st day of December in each year and shall deliver and settle said account within 120 (one hundred and twenty) days.

Ali payments shall be made to the Proprietor's account: IBAN DE75 5001 0060 0058 5846 00, BIC: PBNKDEFF, Bank: Postbank, Frankfurt am Main, account no.: 585 84 600, BLZ: 500 100 60.

§ 12

In the event of the Publisher violating § 11 of this agreement, the Agreement shall become automatically null and void, without prejudice to the Proprietor's right of recovery of any sums due to the Proprietor.

Additional agreements:

 $The attached "Addendum A" (Guidelines by Dr. Hermann Heidegger and Arnulf Heidegger of the 9^{th}/10^{th} of December 2009) is to be considered as essential part of this contract.$ 

Should any of the terms of this "Addendum A" be violated, the Publisher will be obliged to pay a fine of EUR 1.000,- (one thousand Euro) to the Proprietor. Furthermore, any reprint will then be subject to a new agreement.

§ 14

This contract shall become null and void without prejudice to any payments paid or due to the Proprietor

a) if the work is out of print and the Publisher does not produce a reprint within three months,

- b) if the Publisher holds back sales statements and/or royalty payments due to the Proprietor for more than six months,
- c) if the Publisher becomes bankrupt,
- d) or if any term of this Agreement is violated and the Publisher does not make up for the violation within one month.-

§ 15

The license herein granted to the Publisher shall irrevocably expire on December 13, 2024 (within six (6) years from contract date) when all the rights licensed herein shall revert to the Proprietor in full and unrestrictedly, without prejudice to any money then still due to the Proprietor as royalties and/or otherwise.

§ 16

This Agreement shall be interpreted, regardless where executed, as though executed within the German Republic and shall be governed by the laws of the German Republic.

## AS WITNESSTHE HANDS OF BOTH PARTIES

The Proprietor

Franfurt am Main,\_\_\_\_\_

Our V.A.T. Number DE 114 226 526 T.I.N. 047 247 871 146 The Publisher 21. 12. 2018

(Place), (Date)

V.A.T. REGISTRATION NUMBER

## Addendum A

Dr. phil. Hermann Heidegger Attental 4, 79252 Stegen

Rechtsanwalt Arnulr Heidegger Freiheitstrase 43. 78224 Singen

Guidelines for the translators and publishers of translations of Martin Heidegger's works

<u>Ali future translations of volumes taken from the Complete Works Edition and individual</u> writings shall be based on the most recent edition. This includes revised editions of former translations, if the German text in question has meanwhile been published in a new version.

According to Martin Heidegger's wish, translators, as well as editors, shall confine themselves to adding a short afterword (or foreword) concerning the translation only. In the United States, this may, if necessary, be called "introduction ". According to Mai tin Heidegger's decision, this afterword or foreword must not contain any introduction to the work itself, nor any commentary or interpretation of the work. A glossary explaining translations of philosophical terms used by Martin Heidegger may be added.

Concerning the <u>Complete Works Edition</u>, Martin Heidegger clearly stated that the translator s shall adhere exactly to the German edition of the Complete Works, and that nothing must be added to or removed from this original text. The translated volumes may not include any kind of content-related introductions, annotations or commentaries, alternatives, supplements, new references or differing texts from postscripts. Exceptions to this rule may be granted for translations published in smaller language areas. However, these exceptions must be authorized by a written agreement.

Additional footnotes or additional parenthesized insertions may only be added to the text if their aim is to clarify complex philosophical terms or to add the original German word itself. Martin Heidegger's wish that the Complete Works Edition should be a readable edition without any text-critical apparatus must also be respected as far as the translations are concerned.

The editorial guidelines of the Complete Works Edition require the volumes to be published without any index. Instead, they are to contain a very detailed table of contents. This enables readers to locate text passages without sparing them the effort of retracing and rethinking the train of thought.

Ali works are subject to the basic principle that translations may not be published in any other manner than the German originals. This means, in particular, that publishers of translations are not allowed to grant subsidiary licences to other publishers, neither for anthologies nor journals, nor to publish parts of the work in other publications by their own company. This does not concern quotations as defined by the German copyright law: in the context of a scientific analysis of the work, quotations may be used without prior consent of the author, if they are necessary as evidence in an academic work.

Stegen, den.....

Singen, den.....

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4/4