

MEMORANDUM OF AGREEMENT

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CONTRACT NO:

AGREEMENT MADE THIS 14<sup>th</sup> day of February, 2019, between

**PRINCETON UNIVERSITY PRESS**  
41 William Street  
Princeton, NJ 08540  
USA

**c/o Andrew Nurnberg Associates  
International Ltd**

20-23 Greville Street  
London EC1N 8SS  
ENGLAND  
in association with **Andrew Nurnberg Associates  
Prague**

(hereinafter called the Proprietor) and

**Středisko společných činností AV ČR, v.v.i.  
Publishing House Academia**  
Národní 3  
110 00 Praha 1  
Czech Republic  
VAT number CZ60457856  
(hereinafter called the Publisher).

GRANT OF RIGHTS:

1. The Proprietor hereby grants to the Publisher the exclusive right to print, publish and sell the work by **Martin Rees** entitled **ON THE FUTURE** in a **trade** form in the **Czech** language for distribution **throughout the world** subject to the terms and conditions following:

ADVANCE AND ROYALTIES:

2. The Publisher shall pay to the Proprietor on signature of this Agreement a non-refundable advance of **\$1,000 (one thousand US Dollars)** against royalties of: [REDACTED], **based on the retail price up to [REDACTED] sold and [REDACTED] thereafter.** This contract shall not become valid until the sum due on signature has been received. The Publishers agree to publish approximately [REDACTED] copies of the Work. Accounts of the sales of the said Work shall be made on the 31st day of December in each calendar year and delivered and settled within two (2) months thereafter. A report of the sales shall be made and sent to the Proprietor so long as the Work shall remain in print. The Publishers may reprint on condition that they inform the Proprietor in writing beforehand and state the intended print run and retail price.

SUBSIDIARY RIGHTS:

3. **All subsidiary rights** including but not limited to first and second serial, anthology, bookclub, reprint, dramatic, motion picture, television, broadcasting, electronic (including Internet) and all other rights not expressly granted in this Agreement are reserved by the Proprietor for its unlimited use.

PUBLICATION DATE:

4. The Publisher agrees to publish the said work at its own expense **within 24 (twenty four) months of the date of this Agreement**, and upon failure to do so the rights herein granted to the Publisher shall revert to the Proprietor and this Agreement shall terminate except that the Proprietor shall be entitled to all payments made by, or due from, the Publisher.

5. The Publisher shall notify the Proprietor of the exact publication date of the work and of its retail price.

STATEMENTS:

6. The Publishers shall report to the Proprietor's representative, Andrew Nurnberg Associates Prague s.r.o. upon publication of their edition. The Publishers shall advise the Proprietor's representative of the exact number of copies printed, the date of publication and the selling price per copy. Exact accounts of the sales of the Work shall be made up to 31<sup>st</sup> December in each year and delivered and settled within two (2) months thereafter. Such accounts shall show the full retail price, the royalty percentage, the number of copies printed and the number of copies remaining in stock of all editions of the Work. Royalty statements shall be delivered in duplicate and royalty payments shall be remitted in the currency in which they are calculated. The books of account of the Publishers, so far as they relate to any matter arising out of this Agreement, shall be open to inspection by the Proprietor or the Proprietor's duly authorised representative by appointment at any reasonable time. The Proprietor shall bear the costs of any examination unless such examination reveals errors against the Proprietor amounting to [REDACTED] or more, in which case the costs of the examination shall be borne by the Publishers, and any errors in payment remedied within 14 (fourteen) days of such examination.

The Proprietor reserves the right to charge interest on any amounts overdue under the terms of this Agreement at 4% (four per cent) of the total amount due per month.

7. The Proprietor hereby authorizes and empowers the firm of Andrew Nurnberg Associates International Limited acting in conjunction with PRINCETON UNIVERSITY PRESS, 41 William Street, Princeton, NJ 08540, USA. to collect and receive all sums of money due under the terms of this Agreement and declares that their receipt shall be a good and valid discharge of all persons paying such sums of money due to him. All payments due under the terms of this Agreement shall be made by the Publishers by bank transfer for the gross amount, free of bank charges, to Andrew Nurnberg Associates Int.- Prague client, Barclays Bank PLC, Muswell Hill Branch, N8 9RJ London, United Kingdom, Sort Code: 20-58-51, Account No. 63351733, IBAN: GB21 BUKB 2058 5163 3517 33. The Publishers shall simultaneously provide a copy of the bank transfer advice note to Andrew Nurnberg Associates Prague. All statements must clearly show the contract number, title of the work and the author's name in the English language.

#### TRANSLATION:

8. The translation of the said work shall be made faithfully and accurately by a competent translator, and abbreviations or alterations or additions in the text and/or illustrations shall be made only with the written consent of the Proprietor.

The Publisher hereby agrees to submit, upon request, a sample of **ten (10) pages** of its translation of the said work to the Proprietor for its approval, no later than **one (1) year** after the signature of this contract or **six (6) months** prior to publication, whichever comes first. The Proprietor reserves the right to, if it deems it necessary, request that the entire translation be submitted to and approved of by the Proprietor. The approval of the Proprietor is a condition of this Agreement. If the said work should be published without the prior approval of the translation by the Proprietor, this Agreement shall be declared null and void.

9. The Publisher hereby absolves, and will indemnify, hold harmless and defend the Proprietor of any responsibility for any legal or state action arising from the publication of the work in translated form, if such publication has materially changed the meaning or otherwise altered the original text.

#### COPYRIGHT NOTICES:

10. The Publisher shall print the English title on the reverse of the title page and the name of the author shall appear in its customary form on the title page and on the binding of every copy. The Publisher agrees to give due prominence to the name(s) of the author(s) on the title page and on the binding of every copy produced and on all advertisements of the translation. The Publisher furthermore agrees to print the copyright notice:

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and any restriction of use on the title page or the reverse thereof of every copy of the work, exactly as it appears in the original English-language version as well as the following in English or its equivalent in the language of the translation: **"All rights reserved. No part of this book may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without permission in writing from the Publisher."**

11. The Publisher will promptly secure in the name of the Proprietor whatever **copyright protection** may be available in the said territories with respect to the work. The entire copyright in the work shall be and remain with the Proprietor, subject only to the rights herein granted.

ILLUSTRATIONS AND PERMISSIONS:

12. Any **illustrations or permission for the use of any illustrations and any other material** not covered by the copyright of Princeton University Press must be applied for and paid by the Publisher.

COMPLIMENTARY COPIES:

13. On publication of the said work, the Publisher shall send [REDACTED] of its translated edition to Director of Rights, Contracts and Permissions, PRINCETON UNIVERSITY PRESS, 41 William Street, Princeton, NJ 08540, USA, and similarly, [REDACTED] to Andrew Nurnberg Associates Prague, Jugoslávských partyzánů 17, 160 00 Praha 6, Czech Republic.

TERMINATION:

14. Should the Publisher be declared bankrupt, or become insolvent, or violate any of the terms of this Agreement and not rectify such violation within one month of having received written notice from the Proprietor to do so, then all rights shall revert to the Proprietor and this Agreement shall terminate without further notice and without prejudice to any claims which the Proprietor may have against the Publisher. The Publisher shall immediately notify the Proprietor in the event it is declared bankrupt or becomes insolvent.

15. This Agreement shall not become binding upon the parties hereto unless a properly executed copy thereof, together with the advance stipulated in Paragraph 2, is in the hands of the Proprietor **within three (3) months from the date of this Agreement** and shall not be subject to change, modification, or discharge, in whole or in part, except by instrument in writing signed by both the parties hereto.

16. This Agreement may not be assigned by either party hereto without the advance written consent of the other party, except that the Proprietor may assign this Agreement to an affiliate without the consent of Publisher.

17. This Agreement shall automatically terminate without further notice **5 (five) years** after the date of this Agreement, with exclusions noted above.

GOVERNING LAW:

18. The contents of this Agreement shall be ruled, governed, and interpreted according to the law of the State of New Jersey without regard to such State's conflict of laws rule.

For **Publisher**

By \_\_\_\_\_  
The Publi  
14. 2. 2019

For **PRINCETON UNIVERSITY PRESS**

By \_\_\_\_\_  
\_\_\_\_\_, Director of Rights, Contracts, and Permissions