

MEMORANDUM OF AGREEMENT made 25th day of January 2019 between

Bloomsbury Publishing Pic, (Company Registration No. 01984336), whose registered office is at 50 Bedford Square, London. WC1B 30 P, U.K. (hereinafter called '**the Proprietor**', which expression shall, where the context admits, include any publishing imprint subsidiary to or associated with the **Proprietor**, and **the Proprietor's** assigns or successors in business as the case may be) of the one part, and

Divize Academia Nakladatelství of Stredisko spolecnych cinnosti AV CR, Narodni 3, 110 00 Praha, Czech republic. (hereinafter called '**the Publisher**', which expression shall, where the context admits, include **the Publisher's** executors and assigns as the case may be) of the other part

With respect to:

HOW FEAR WORKS

By FRANK FUREDI (hereinafter termed '**the Work**'),

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights

Subject to the terms detailed in this Agreement, **the Proprietor** hereby grants to the **Publisher** the exclusive licence to translate, produce and publish **the Work** in volume form in the Czech language under **the Publisher's** imprint (hereinafter termed '**the Translation**') for sale throughout the world.

2. Duration of Licence

Subject to the terms of Clauses 11, 13 and 18 hereof, the licence hereby granted shall last for a period of 6 years from the date of this Agreement and may thereafter be renewed by mutual written agreement between the parties.

3. Payment and Royalties

3.1 **The Publisher** shall make the following payments to **the Proprietor**, in accordance with the terms of Clause 21 hereof, namely:

The sum of €1000 payable on signature of this Agreement in advance and on account of any sums which may become due to **the Proprietor** under this Agreement from sales of **the Translation**. The said payment in advance is not recoverable in the event of any default by **the Publisher** in carrying out the terms of this Agreement.

3.2 The Publishers shall pay to the Proprietor the following royalties calculated on the published price less V.AT. of each copy sold of the Translation: [REDACTED] per cent ([REDACTED]) on all copies sold.

3.3 First print run is projected to be [REDACTED] copies at an estimated **Publisher's** list price of [REDACTED] CZK.

3.5 No royalty shall be payable with respect to any copies presented in the interests of the sale of **the Translation**, lost through theft or destroyed by fire, water, in transit or otherwise destroyed or materially damaged.

3.6 On remainder copies of **the Translation** sold by **the Publisher** at or below cost no royalty shall be payable to **the Proprietor**, but no such remainder copies shall be sold within a period of two years from the date of first publication of **the Translation** and without **the Publisher** first notifying **the Proprietor** of the intention to remainder.

4. **Validity of the Agreement**

This Agreement shall not come into effect until **the Proprietor** has received the advance payment detailed in Clause 3.1 hereof.

5. **Accuracy of Translation**

The Publisher shall arrange for the translation of **the Work** to be made at their own expense faithfully and accurately by a qualified and competent translator. Abbreviations, alterations and/or additions shall only be made with the prior written consent of **the Proprietor**. Where such changes are agreed, details thereof are to be supplied by **the Publisher** in English if so requested by **the Proprietor**. **The Proprietor** reserves the right to request the **Publisher** to submit the text of **the Translation to the Proprietor** for their prior written approval before commencing production of **the Translation**.

6. **Copyright Material from Other Sources**

The Publisher shall be responsible for obtaining whatever permissions are necessary for use in **the Translation** of copyright literary or artistic material incorporated in **the Work** and belonging to third parties, which may include the jacket and cover art and inside illustrations and/or photographs contained in the Work and also agrees to pay any fees required for such permissions and for ensuring that appropriate acknowledgment is made in **the Translation**. **The Proprietor** reserves the right not to supply **the Publisher** with duplicate production material for any illustrations contained in the Work until such permission has been obtained.

7. **Production Quality**

The paper, printing, binding, jackets or covers, the promotion, the manner and extent of advertisement, the number and distribution of free copies for the press or otherwise, the pricing and terms of sale of **the Translation** shall be in the sole discretion of the **Publisher** who undertakes to ensure that, wherever possible, the printing, paper and binding of **the Translation** shall be of the highest quality.

8. **Acknowledgment**

The Publisher undertakes that the name of the Author shall appear in its customary form in the English language with due prominence on the title page, spine and jacket/cover of every copy issued and on the reverse side of the title page the copyright notice shall be as it appears in **the Proprietor's** edition showing © Frank Furedi, 2018 together with the following acknowledgment: '*This translation is published by arrangement with Bloomsbury Publishing Pic*'. **The Publisher** shall also include an appropriate copyright notice to cover the text of **the Translation**. **The Publisher** also undertakes that any reprint of **the Translation** shall provide for the said reprint to contain the said copyright notices.

9. **Complimentary Copies**

9.1 **The Publisher** shall supply the **Proprietor** with three free copies of **the Translation** on publication, together with details of the actual date of publication and the recommended list price of **the Translation**.

9.2 **The Proprietor** shall be entitled to purchase further copies of **the Translation** at the lowest trade price.

10. **Publication**

10.1 **The Publisher** undertake to publish **the Translation** within **24 (twenty-four)** months from the date of this Agreement.

10.2 Should **the Publisher** fail to issue **the Translation** within 24 months of the date of this Agreement (unless delayed by fire, strikes, or other contingencies beyond their control, in which case a *new schedule will be agreed upon*), all rights granted hereunder shall revert to **'the Proprietor** without prejudice to any claims which **the Proprietor** may have for monies due, for damages or otherwise and **the Proprietor** shall retain the Advance paid by **the Publisher** under Clause 3.1 hereof.

10.3 **The Publisher** shall be permitted to use up to whatever is the lesser of [REDACTED] words) or [REDACTED] cent) from **the Translation** for promotional purposes only to include use on **the Publisher's** website and/or internet booksellers' websites.

11. Out of Print

Should **the Translation** go out of print, **the Proprietor** shall be at liberty to terminate this Agreement on giving to **the Publisher** six months' notice in writing to reprint **the Translation**, and on the expiration of such period of six months, should such reprint not have been made, all rights granted under this Agreement shall automatically revert to the **Proprietor** without prejudice to any claim which **the Proprietor** may have for monies due. For the purpose of this Agreement **the Publisher's** edition of **the Translation** shall be regarded as out of print or off the market should **the Publisher's** annual statements show a sale and a payment for less than [REDACTED] copies of the Translation in the aggregate in all trade formats published by the Publishers, in which case the rights herein granted to **the Publisher** shall automatically revert to **the Proprietor** and without need of further notice and without prejudice to any claim **the Proprietor** may have for monies due and/or damages and/or otherwise.

12. Subsidiary Rights

No subsidiary rights are granted.

13. Accounts

13.1 Accounts for the sale of **the Translation** shall be made annually by **the Publisher to the Proprietor** or their authorized representative to December 31st each year and the account rendered together with any sums payable for such sales before 31st March of the following year, provided however, that no account need be submitted in respect of any period in which the sum due is less than [REDACTED] pounds), in which case the amount will be carried forward to the next accountancy date.

13.2 Accounts will show:

- (i) The original English language title of the Work and Author
- (ii) The number of copies of **the Translation** in stock if any, at the beginning of the accounting period;
- (iii) The number of copies printed if any, during the accounting period;
- (iv) The number of copies sold during the accounting period;
- (v) The number of copies presented free of charge during the accounting period;
- (vi) The number of copies remaining in stock at the end of the accounting period;
- (vii) The cumulative sales of **the Translation** since publication;
- (viii) The Publisher's list price of the Translation;**
- (ix) The royalty rate payable;
- (x) The total payment due to the Proprietor**

and accounts and royalties shall be paid in accordance with the provisions of Clause 21 hereof.

13.3 Should any of the payments detailed in this Agreement be three months overdue the licence herein granted shall forthwith lapse and all rights conveyed by it shall, without further notice, revert to **the Proprietor** without prejudice to any claim **the Proprietor** may have for monies due, for damages or otherwise.

13.4 The Proprietor or their authorised representative shall have the right upon written request to examine the records of accounts of **the Publisher** in so far as they relate to sales and receipts in respect of **the Translation**, which examination shall be at the cost of **the Proprietor** unless errors exceeding five per cent of such sales and receipts in the last two preceding accounting periods to their disadvantage shall be found, in which case the cost shall be paid by **the Publisher**.

14. Warranties and Indemnity

14.1 The Proprietor hereby warrants to **the Publisher** that it has the right and power to make this Agreement and that according to English law the Work will in no way whatever give rise to a violation of any existing copyright, or a breach of any existing agreement and that nothing in the Work is liable to give rise to a criminal prosecution or to a civil action for damages or any other remedy and **the Proprietor** will indemnify **the Publisher** against any loss, injury or expense arising out of any breach of this warranty PROVIDED THAT in the event of any claim, dispute, action, writ, summons, letter before action or formal documentation indicating or threatening legal proceedings of any nature, in connection with this Clause 14 **the Publisher** agrees to;

- (i) notify **the Proprietor** as soon as is reasonably practicable and to provide full access to all records or documentation relating to the claim;
- (ii) not incur any costs of any nature, whether legal or otherwise, which it intends to seek to claim back under the indemnity without first obtaining the prior written approval of **the Proprietor** (such approval is not to be unreasonably withheld or delayed); and
- (iii) not settle or compromise such claim without first obtaining the prior written approval of **the Proprietor** (such approval is not to be unreasonably withheld or delayed).

14.2 If in the opinion of **the Publisher** and on the advice of their legal advisers the Work contains any passage that may reasonably be considered actionable at law in the territories granted to **the Publisher** under this Agreement, **the Publisher** shall have the right upon prior written notice to **the Proprietor** to modify or to remove such passage from **the Translation**.

15. Restrictions on Transfer

The licence hereby granted to **the Publisher** shall not be transferred to or extended to include any other party; nor shall **the Translation** appear under any imprint other than that of **the Publisher**, except with the prior written consent of **the Proprietor**.

16. Retained Rights

All rights in the Work, other than those specifically granted to **the Publisher** under this Agreement, are reserved by **the Proprietor** including the right to print and publish in the language synopses, abridgements or extracts of the Work not exceeding 10,000 (ten thousand) words in length for use in connection with the exploitation of cinematographic films based on the Work.

17. Revised Edition

If at any time after publication of **the Translation** **the Proprietor** shall issue a revised or further revised edition of the Work, it shall first offer to **the Publisher** the rights to publish such revised edition on terms to be mutually agreed. Should **the Publisher** decline to publish such revised edition, **the Proprietor** shall be free to sell the rights to the revised edition to another publisher.

18. Termination

In the event of **the Publisher** being declared bankrupt or should it fail to comply with any of the provisions of this Agreement and not rectify such failure within one month of having received written notice from **the Proprietor** to do so by a registered letter sent to **the Publisher** at their address given at the commencement of this Agreement, then in either event this Agreement automatically becomes null and void and the licence granted to **the Publisher** herein shall revert to **the Proprietor** without prejudice to any monies paid or due to **the Proprietor**.

19. Notices

Any and all notices given hereunder shall be in writing and sent by e-mail, courier or registered mail to the parties at their respective addresses herein specified. The parties undertake to notify each other of any change of address within thirty days of such change.

20. Arbitration

If any difference shall arise between **the Publisher** and **the Proprietor** touching the meaning of this Agreement or the rights and liabilities of the parties hereto and this cannot be resolved through mutual goodwill then the matter shall go to arbitration in accordance with the provisions of the Arbitration Act 1996 or any subsisting statutory modification or re-enactment thereof

21. Method of Payment

21.1 All sums which may become due to **the Proprietor** under this Agreement shall be paid by **the Publisher** in Euros without any deduction in respect of bank charges to the **Proprietor's** bank account as follows:

Euro payments to: Bloomsbury Publishing Pic, Lloyds Banking Group, 4th Floor, 25 Gresham St London EC2V 7HN Sort Code 301218, Account No: 86428111 BIC: LOYDGB2LCTY, IBAN: GB09 LOYD 3012 1886 4281 11

21.2 The amounts due are net of any withholding tax that may be applied in **the Publisher's** territory and represent the sum of money that **the Proprietor** will receive after any withholding tax is deducted from a tax-inclusive figure. Should **the Publisher** be obliged by law to deduct any taxes other than the withholding tax it shall send a declaration to this effect with the relevant statement of account showing the amount deducted.

21.3 **The Publisher** shall not have the right to withhold any part of sums due to the **Proprietor** as a reserve against returns and/or credits.

22. Interpretation and Applicable Law

The headings in this Agreement are for convenience only and shall not affect its interpretation and nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or contract or relationship of employment or agency between the Parties.

This Agreement shall be governed by and interpreted and construed in accordance with the laws of England whose courts shall have exclusive jurisdiction.

23. Assignment

The Proprietor may assign this Agreement without the consent of **the Publisher** in the event of the sale of all or part of **the Proprietor's** businesses.

The licence herein granted is granted to **the Publisher** solely and shall not be transferred by them without the prior written consent of **the Proprietor**.

24. Local Registration and Copyright Protection

The Publisher agrees to take any necessary steps to register the title of the Work in the name of the copyright owner under local copyright laws at the sole expense of **the Publisher**. **The Publisher** also agrees to protect such copyright and to prosecute at its own expense any person who infringes such copyright in the territories granted to them under this Agreement

25. Entire Agreement

This Agreement contains the full and complete understanding between the Parties and supersedes all prior arrangements and undertakings, whether oral or written, concerning the subject matter of this Agreement and may not be varied except by agreement in writing between the Parties.

26. Signature of Agreement

This Agreement shall be deemed to be legally binding only if **the** Publisher signs this Agreement within six weeks from the date of this Agreement.

AS WITNESS THE HANDS OF THE PARTIES

Signed.....
6. 3. 2019
For and on behalf of Divize Academia Nakladatelství

Date

Signed.....
For and on behalf of Bloomsbury Publishing Plc
6. 2. 2019

Date