

AGREEMENT MADE **this 3rd day of May 2019** between **Macmillan Publishing Group, LLC d/b/a Farrar, Straus and Giroux**, 175 Varick Street, 9th Floor, New York, NY 10014, USA, hereinafter called the "Proprietor," represented by Kristin Olson Literary Agency s.r.o., Klimentska 24, 110 00 Praha 1, Czech Republic, and **Stredisko spolecnych cinnosti AV CR, Narodni 3, 110 00 Praha, Czech Republic** hereinafter called the "Publisher," whereby it is mutually agreed as follows respecting a work entitled:

OTHER MINDS: The Octopus, the Sea, and the Deep Origins of Consciousness
by Peter Godfrey-Smith
("the work")

IN CONSIDERATION of the promises of each of the parties hereinafter set forth, they respectively do agree, each with the other, as follows:

1. The Proprietor hereby grants to the Publisher the sole and exclusive right to print, publish and sell in trade **hardcover** volume form, a translation made at its own expense of the work in the **Czech** language only (the "translation"), for a term of **five (5) years** from the date of this agreement, subject to the provisions of Clauses 3, 4, 9 and/or 11. The territory granted hereunder shall be **the world**.
2. The Proprietor represents and warrants under the laws of the State of New York that the Proprietor has the right to grant the rights described and set forth in this agreement, and that the work has been copyrighted in the United States of America; however, the Proprietor makes no further or other representations or warranties whatsoever.
3. The Publisher agrees to pay or cause to be paid a non-returnable advance of **one thousand US dollars (1,000.00 USD)** payable **on the signing of this agreement** against the following royalties calculated on the retail price of the translation, less any value added tax:

Trade hardcover: [REDACTED] on all copies sold.

The advance can be earned out by book sales only; no share of subsidiary earnings as outlined in Clause 10 shall be applied toward such advance. The Publisher agrees to make prompt payment of each portion of the advance, but in no instance shall payment be made later than sixty (60) days from the date each portion becomes due. 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 monies due pursuant to this Agreement.

4. The Publisher agrees to publish the translation at its own expense within **twenty-four (24) months** of the date of this agreement. If the Publisher fails to publish the translation within the said period the Proprietor shall have the right to terminate this agreement by written notice to the Publisher and retain the entire advance, any unpaid balance of which shall be paid within thirty (30) days of the Proprietor's written notice to the Publisher, as liquidated damages for the Publisher's failure to publish the translation.

5. (a) The translation of the work shall be made faithfully and accurately at the sole expense of the Publisher, and no additions, abbreviations, or alterations shall be made in the text, title, or illustrations thereof without the prior written consent of the Proprietor, except that the translator may add explanations or make slight modifications in the original text of the work to achieve a competent and idiomatic translation, provided, however, that such explanations or modifications shall not materially change the meaning or otherwise materially alter the text of the work.

(b) If the Publisher desires to add new matter, the Proprietor's prior written consent will be required and it will not be unreasonably withheld. The Proprietor shall have the option to include any such new matter in its future editions of the work.

(c) It is agreed and understood that if the Proprietor's edition of the work does not include illustrations, the Publisher shall not add any illustrations to its edition without the Proprietor's prior written approval, and the Proprietor shall have the option to include such illustrations in its future editions of the work.

(d) This agreement does not include the right to use any photographs or other copyrighted material of other authors whose permission will be obtained at the Publisher's expense.

6. The title of the Proprietor's edition of the work, the original copyright notice and any original acknowledgments, as well as an acknowledgment to Farrar, Straus and Giroux, New York, shall be printed either beneath the Czech title or on the back of the title page of every copy of the translation issued, whether by the Publisher or by its permitted licensees, as follows:

**OTHER MINDS: The Octopus, the Sea, and the Deep Origins of Consciousness by Peter Godfrey-Smith
Copyright © 2016 by Peter Godfrey-Smith
Published by arrangement with Farrar, Straus and Giroux, New York.**

The Publisher shall not do any act or permit any act to be done which will cause the translation to vest in the public domain in any country in which the same shall be circulated, and if in any such country any notice shall be necessary to protect the copyright of the work or translation, the Publisher will cause such notice to be affixed to each copy there circulated, in accordance with the terms of all pertinent domestic and international copyright conventions. The Publisher further agrees to carry the author's dedication, if any, and shall require the same of any licensees permitted pursuant to Paragraph 10 hereof.

7. The names of the Authors, co-Authors, and Illustrators shall appear in their customary form in due prominence on the title page, cover, and on the binding of every copy produced and on all advertisements for the translation issued by the Publisher or its permitted licensees.

8. The Publisher agrees to deliver upon publication of the translation [redacted] copies of every edition of the translation to the Proprietor and [redacted] copies of every edition of the translation to the Proprietor's appointed agent, as well as [redacted] copies to the Proprietor and [redacted] copy to the Proprietor's appointed agent of every permitted sublicensed edition on publication thereof; the Proprietor shall also have the right to purchase further copies at the best available discount.

9. The Publisher agrees to keep and to report accurate books showing the number of sales and amounts realized from any publication under this agreement and to make accountings and payment to the Proprietor or to the Proprietor's appointed agent as follows: **annually on April 1st for the period ending the previous December 31st.**

Statements shall be sent regardless of balance due. If the Publisher shall fail to render any accounting or payment on the stipulated date, and if after thirty (30) days' written notice from the Proprietor to the Publisher, said accounting and payment, along with [redacted] interest on the monies due, are not made by the Publisher, this agreement shall terminate and all rights granted under this agreement shall revert to the Proprietor.

The Publisher permits the Proprietor or anyone designated by it to inspect such books of accounting insofar as they relate to the work. Such examination shall be at the Proprietor's expense, unless errors of accounting amounting to more than [redacted] of the total sums accrued to the Proprietor shall be found, in which case the cost of the examination shall be borne by the Publisher and payment of the amount due, along with [redacted] interest on the monies due, shall be made within thirty (30) days thereafter.

10. ~~(a) The Publisher shall have the right to dispose of the following subsidiary rights in the translation, and the gross proceeds from the disposal of such rights to licensees in which the Publisher has no financial interest shall be shared between the Proprietor and the Publisher as follows:~~

~~(i) Publication of an edition of the translation by a book club on a royalty basis or for an outright sum: percent (%) to the Proprietor and — percent (%) to the Publisher.~~

~~(ii) Periodical publication of the translation or selections therefrom prior to book publication hereunder ("first serial"): — percent (%) to the Proprietor and — percent (%) to the Publisher.~~

~~(iii) Periodical publication of the translation or selections therefrom in anthologies or other publications subsequent to book publication ("second serial"): —percent (%) to the Proprietor and —percent (%) to the Publisher.~~

~~(iv) Publication of a paperbound edition of the translation by another publisher: —percent (%) to the Proprietor and —percent (%) to the Publisher.~~

~~(v) Non-dramatized single-voice radio readings of the translation or selections therefrom: percent (%) to the Proprietor and —percent (%) to the Publisher.~~

~~(b) The Publisher shall not dispose of any of the rights herein mentioned without the prior written consent of the Proprietor or its agent, who shall not unreasonably withhold its consent. The Publisher shall supply the Proprietor or its agent with copies of all sublicense agreements upon their execution.~~

~~(c) Distribution by a book club in which the Publisher has a financial interest, or publication of a reprint and/or pocket edition under the Publisher's own imprint or that of a subsidiary, is specifically excepted from the above and shall be subject to separate negotiation. It is expressly understood that the Publisher shall be responsible for conveying any and all restrictions set forth in this Agreement to any sublicensee.~~

~~(d) All revenue which accrues to the Proprietor pursuant to this paragraph 10 shall be accounted for and remitted upon the Publisher's receipt from sublicensee, but in any case not later than sixty (60) days from the Publisher's receipt, and shall not be applied toward the advance as specified in Clause 3.~~

11. IT IS MUTUALLY AGREED by the said parties hereto that:

(a) This contract is not valid unless and until it has been signed by both parties and the Proprietor is in possession of the advance due on signing in respect of Paragraph 3 of this agreement.

(b) (i) If at any time after the date of first publication of the print edition of the translation by the Publisher the print edition of the translation is not available in a full-length edition from the Publisher and if the Publisher fails to reissue the print edition of the translation within six (6) months of its receipt of written notice from the Proprietor or its agent, then this agreement shall be deemed terminated upon expiration of such six-month period.

(ii) If after three (3) years from the first publication of the print edition of the translation by the Publisher fewer than [REDACTED] copies of the print edition of the translation are sold in any one year, then the Proprietor shall have the right to terminate this Agreement. If the Publisher does not reissue the print edition of the translation within six (6) months of its receipt of written notice from the Proprietor or its agent, then this Agreement shall be deemed terminated upon expiration of such six-month period.

(iii) If the Publisher proposes to reissue the print edition of the translation pursuant to Clause 11(b)(i) or (b)(ii) above, the Publisher must send written notice of such intention within thirty (30) days of the Publisher's receipt of such notice from the Proprietor.

(iv) Upon expiration of the term granted in Clause 1, all rights granted herein shall revert to the Proprietor for its sole use and disposition without further notice, subject to the Publisher's right to sell off any copies of the work previously printed for a period of one (1) year from the effective date of expiration.

(v) Upon termination of this agreement for any reason whatsoever, all rights granted herein shall revert to the Proprietor, but the Publisher shall have the continuing obligation to pay to the Proprietor any monies due or that become due as set forth herein. Upon termination of this agreement, any license previously granted by the Publisher to any third party which has not been terminated at the time of termination of this agreement shall, at the option of the Proprietor, be assigned to the Proprietor, subject to the Publisher's right to continue to receive its share of monies due under the terms of such license.

(c) Should the Publisher be declared bankrupt whether by voluntary act or order or decree of any court, or should it violate or fail to fulfill any of the terms of this agreement and not rectify such violation within one month of having received notice from the Proprietor to do so, then all rights granted herein shall revert to the Proprietor, without prejudice to any claim the Proprietor may have for monies due and/or damages and/or otherwise, and the Proprietor shall be at liberty to arrange for the disposal of the said rights elsewhere.

(d) On remainder copies sold by the Publisher at or below cost of manufacturing, no royalty shall be payable to the Proprietor, but no such remainder copies shall be sold within a period of two (2) years from the date of first publication of the translation.

(e) The terms and conditions of this agreement shall be binding upon and inure to the successors and permitted assigns of the parties hereto and to the executors or administrators of the individuals constituting a firm party hereto. This agreement may not be assigned by the Publisher without the written consent of the Proprietor. The Proprietor may without the Publisher's consent assign this agreement, by reason of merger, consolidation, and/or sale or exchange of assets, or other reorganization, to its parent corporation or any subsidiary or affiliate or to any successors. Subject to the provisions of Clause 12, the Proprietor may assign all monies payable to it hereunder without the consent of the Publisher.

(f) All rights, either now existing or which may come into existence, that are not specifically granted to the Publisher in this agreement are hereby reserved to and by the Proprietor for its own use. This agreement constitutes the entire understanding between the parties concerning its subject matter, and no modification is binding unless in writing and signed by both parties.

(g) All matters of controversy, difference or dispute that may arise relating to this agreement shall be submitted to a committee of arbitration to consist of three (3) persons, one to be appointed by the Publisher, one to be appointed by the Proprietor, and the third by mutual agreement of both parties.

(h) This agreement shall be interpreted under the laws of the State of New York, USA, without regard to the place of its physical execution.

12. The Proprietor hereby appoints **Kristin Olson Literary Agency s.r.o. of Klimentska 24, 110 00 Praha 1, Czech Republic**, as its agent and representative to act on its behalf in all matters arising hereunder. The Publisher shall pay all monies accruing under this agreement to said agent, and agent's receipt shall be a good and valid discharge of all such indebtedness. Upon receipt of payment said agent is empowered to deduct its commission and forward the balance in US currency to the Proprietor.

13. ~~The Publisher agrees to purchase a set of duplicate film or digital files of the jacket and interior illustrations of the work for a fee to be mutually agreed upon. It is understood and agreed that the Publisher shall use the said duplicate film or digital files to print the illustrations and that~~ **Rights for use of the Proprietor's cover design are not granted by this agreement and must be cleared separately if the Publisher or any permitted licensees wishes to use the Proprietor's cover design. Should the Publisher not use the Proprietor's cover design on its edition(s) of the work, the Publisher shall submit the proposed cover design for its edition(s) of the work to the Proprietor in adequate time for Proprietor's prior written approval of such proposed cover design, at least fifteen (15) days before the Publisher proceeds with final production on its edition(s) of the work. Should the Proprietor's edition of the work include interior illustrations and should rights in such illustrations be granted to the Publisher by this agreement,** no changes or alterations whatsoever shall be made in the sequence, layout, or format of the illustrations, nor shall any of the illustrations be enlarged, reduced, reversed, cropped, or flopped. The Publisher agrees not to use any illustrations other than those in the Proprietor's edition. ~~The Publisher's edition shall conform to the exact trim size of the Proprietor's edition.~~ In no event shall any exception to the foregoing requirements of publication be made without the prior written consent of the Proprietor. It is understood and agreed that any and all permitted sublicensed editions shall be subject to the abovementioned restriction of publication.


14. No advertisements may be inserted or printed in any edition of the translation, whether issued by the Publisher or its permitted licensees, or on the jacket of the translation without the prior written approval of the Proprietor.

15. Any use of the name, image, likeness, or biography of the author of the work by the Publisher shall be subject to the Proprietor's prior written approval.

16. This agreement may be executed by electronic signature, which will have the same legal effect as manual signatures or facsimiles thereof (such as photocopies, pdfs or faxes of manually signed documents). For purposes hereof, an "electronic signature" means an electronic symbol or process, attached or logically associated with this agreement, and executed or adopted by a party with the intent to sign this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day, month and year first written above.

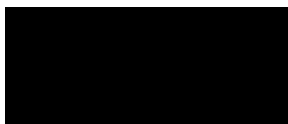
For the Publisher:



Stredisko spolecnych cinnosti AV CR, v.v.i.,
nakladatelství Academia

24. 5. 2019

For the Proprietor:



President
for: Macmillan Publishing Group, LLC d/b/a
Farrar, Straus and Giroux