

## Publisher's licence agreement

### VIELLA s.r.l., libreria editrice

Incorporated according to the laws of Italy in the Registro delle Imprese e Tribunale di Roma with identification number RM 091-1978-2411

With the seat in: via delle Alpi, 32, 00198 ROMA

Statutory body: [REDACTED]

Person authorized to act in matters of implementation of this agreement:

[REDACTED]

ID number: 03214700589

Tax ID number: VAT IT 01172221002

Banking connection: IBAN [REDACTED]

Is a VAT payer.

(hereinafter referred to as "Licensee")

and

### PALACKÝ UNIVERSITY IN OLOMOUČ

#### Faculty of Arts

With the seat in: Křížkovského 511/8, Olomouc, 77147, Czech Republic

Authorized person: prof. PhDr. Zdeněk Pechal, CSc.,  
the dean of the Faculty of Arts, Palacký University in Olomouc

Person authorized to act in matters of implementation of this agreement:

[REDACTED]

ID number: 61989592

Tax ID number: CZ61989592

Bank connection: [REDACTED]

Account number: [REDACTED]

(hereinafter referred to as "UP" or "Licensor")

concluded this Publisher's Licence Agreement (hereinafter referred to as „agreement“) in accordance with the section 2384,2358 and section 2430 of the Act No. 89/2012 Coll., Civil Code, as amended, (hereinafter referred to as "Civil Code")

## I.

### Subject of the agreement

- UP grants the licensee the licence to exercise the right of reproduction and distribution of the literary work titled *Beyond the Wall. Franciscan Friary in Early Modern Olomuc* in English (hereinafter referred to as "work") of the author [REDACTED] (hereinafter referred to as "author"), of its communication to the public, inter alia, also through the computer network internet, and of conversion of its record into electronic form to the format compatible with the demands of the licensee.
- The work was created
  - by the author stated in the previous article in fulfilling his duties arising from the UP employment. UP as an employer exercises the author's economic rights to the work in its own name and on its own account according to section 58 of the Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws, as amended (hereinafter referred to as "Copyright Act").
  - within the GAČR project *Centre for Transdisciplinary Research into Cultural Phenomena in Central European History: Image, Communication, Behaviour*, reg. No. 14-36521G.
- The licence is given as non-exclusive for the period of 20 years from the date of the efficiency of this agreement.

4. The licensee is authorized to distribute the work (hereinafter also referred to as “publication” when talking about the book) through its distribution net, exporters and correspondent distributors abroad in the all world.

## II.

### Obligations of the licensee

1. The licensee obliges to publish the work until the 15 December 2019 in the extent of approx. 200 standard pages and coloured cover, in minimally 400 copies (copies mentioned in the article 6 of this section of the agreement are included) edition and also to distribute the publications according to this agreement during the period of the license.
2. The licensee is obliged to ensure the professional review and professional editorial activities during the publication of the work so as the work meets the requirements of scientific publications. According to the section 2385 of the Civil Code the licensee is also obliged to give to the author (through UP) the opportunity to do the author’s corrections before the publishing of the work.
3. The licensee is obliged to pay the amount of money corresponding to the full coverage of costs on the publication of the work.
4. The licensee is obliged to ensure a composition, wrapping and a graphical corrections, a cover design, printing and binding, bookbinding, the reproduction, distribution and propagation of the work/publication.
5. The licensee is obliged to fulfil his legal obligation to deliver the obligatory copies of the publication according to the laws of Italy.
6. The licensee is obliged to inform the UP about the publishing and to provide the UP with 80 pieces of the publication (20 copies for the author are included) free of charge no later than 15 days after the day the publication has been published.
7. The text was supported by the GAČR project *Centre for Transdisciplinary Research into Cultural Phenomena in Central European History: Image, Communication, Behaviour*, reg. No. 14-36521G, and by the 2015 UP FoA Excellence Programme project *Additional Funding for the Centre for Transdisciplinary Research into Cultural Phenomena in Central European History: Image, Communication, Behaviour*. The book was published thanks to financial support granted in 2019 by the Ministry of Education, Youth and Sports of the Czech Republic as part of the Institutional Development Plan of the Faculty of Arts, Palacký University Olomouc.
8. Each copy of the publication shall contain respective copyright notice:
  - Copyright © Viella srl, 2019**
  - Copyright © Palacký University Olomouc, 2019**
  - Copyright © [REDACTED] 2019**
9. The licensee is not authorized to change the name of author or the work or its title as stipulated in section 2375 of the Civil Code, except the conditions given by this agreement.

## III.

### Rights and obligations of UP

1. Both contractual parties confirm that the manuscript of the work was given to the licensee in the final version appropriated with professional and language requirements in an electronic form.
2. UP will reimburse (compensate) the licensee the part of the costs of publication and distribution of the work (the publication) in accordance with the section IV, article 1 of this agreement.

## IV.

### Price and terms of payment

1. UP will pay to the licensee the part of the costs of publication and distribution of the work (the publication) amount of **3.500 EUR without VAT**, in accordance with the invoice issued by the licensee after the after the announcement about the publication of the work according to the section II. article 6 of this agreement with fifteen-day maturity period starting on the day of its delivery to UP on the e-mail address



██████████ or on the address Faculty of Arts of Palacký University Olomouc, Křížkovského 511/10, 771 47 Olomouc by the mail. The VAT is not included in this amount and will not be added to it due to the fact that the publishing (as the export of the service) is exempt of VAT. **The VAT is to be paid by the UP in the Czech Republic** according to the Czech tax legislation.

2. The coverage of the part of the costs of reproduction and distribution of the work (the publication) given by UP to licensee is agreed as the maximum and final and is to be funded from the budget of the project mentioned above by the amount of 3.500 EUR.
3. The licensee is obliged to pay the amount of money - the rest of the costs of the publication and distribution of the work (the publication). This amount of money shall be in accordance with the expected future revenues from sales of the work (the approximate budget is attached as an annex of this agreement). The licensee is obliged to bear the risk that the amount of money expended by him on the publication and distribution of the work (the publication) will be higher than real revenues from sales of the publication.
4. The licensee assumes the risk of change in circumstances pursuant the section 1765 subsection 2 of the Civil Code, thus the section 1765 subsection 1 and section 1766 of the Civil Code shall not apply in licensee's favour. This means, that the licensee is not entitled to appeal to the court in case of the unpredictable circumstances with the lawsuit to increase the part of the costs paid by UP or to cancel the contract.
5. UP grants licence to the licensee for free.

#### V.

#### Common understandings

1. The contractual parties agreed that both of the parties have to approve in writing a masthead, the cover, the cover sheet of the publication and that the licensee is obliged to deliver the proposal of the masthead, cover and cover sheet to UP before the work (the publication) will be transmitted to print. UP is obliged to discuss the topics mentioned in the previous sentence with the author. UP and the author should give their written approval with the masthead, cover and cover sheet no later than 3 days after the delivery of the proposal.
2. Each contractual party is obliged to cooperate with another contractual party for the purpose of fulfilling of the subject of this agreement.

#### VI.

#### Sanctions

1. In the case of UP's delay in payment of the amount mentioned in the section IV. article 1 of this agreement UP is obliged to pay to the licensee an interest on late payment amounting to 0,02 % of the debt amount without VAT per every even-beginning-day of the delay after the end of the maturity period.
2. If the licensee does not publish the work on deadline stipulated in the section II. article 1 of this agreement, the licensee is obliged to pay a contractual fine amounting to 50EUR per every even-beginning-day of the delay after the mentioned date.
3. Contractual fines are not calculated into the compensation of potentially existing damage that can be claimed separately in full extent apart from the contractual fines.
4. The maturity period of accounted contractual fines and interests on late payment is 15 days from the date of delivery of a written statement to the relevant contractual party.
5. UP is entitled to set off the contractual fines against the claim of the licensee for the payment of the amount mentioned in section IV. article 1 of this agreement.

#### VII.

#### Withdrawal from the agreement

1. UP is entitled to withdraw from this agreement, if the licensee does not publish the work in at least 15 days after the deadline stated in the section II. article 1 hereof. If UP withdraws from this agreement in accordance with the previous sentence, the licensee is obliged to return to UP the amount mentioned in section IV. article 1 hereof, if paid before the withdrawal, no later than seven days after the written withdrawal from this agreement was delivered to him from UP.
2. The withdrawal from this agreement becomes effective on the day of the delivery of the written withdrawal to the second contractual party on the address stated in the masthead of this agreement

**VIII.  
Final provisions**

1. Each contractual party is obliged to inform another contractual party in the case of change of the conditions of this contract.
2. All changes or amendments shall be made only by written, dated, numbered amendments undersigned by the authorized representatives of both contractual parties.
3. The agreement is executed in English version in four identical copies with the force of original, two copies for each party.
4. Rights and duties arising from this agreement subrogate on legal successor of both contractual parties.
5. The contractual parties have expressly agreed that their rights and obligations ensuing from this agreement **in matters not expressly regulated by this agreement** in accordance with section 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and with section 87 subsection 1 of the Act No. 91/2012 Coll. on the Private International Law, as amended, **shall be governed by the laws of Czech Republic.** Concretely their rights and obligations ensuing from this agreement in matters not expressly regulated by this agreement shall be governed by Czech Civil Code, Czech Copyright Act and Czech tax laws.
6. The contractual parties agreed that they shall settle all disputes above all by mutual negotiation with the goal to arrive at a peaceful settlement of the dispute.
7. As for potential litigations arising out of this agreement not solved by mutual negotiation, **the contractual parties agreed** in accordance with the section 23 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters and with the section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the section 89a of the Act No 99/1963 Coll., Civil Procedure Act, as amended, **that any disputes that arise between parties in connection with this agreement shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.**
8. This agreement becomes effective on the day of undersigning by both contractual parties.
9. The annex of this agreement – The budget of the work is an integral part of this agreement.

On behalf of the licensee:

In Roma on 16 April 2019

On behalf of UP:

In Olomouc on 31.5. 2019

Zdeněk Pechal

dean of the Faculty of Arts



<b>PRELIMINARY BUDGET</b>	
Titolo dell'opera: <i>Beyond the Wall: Franciscan Friary in Early Modern Olomouc</i> by [REDACTED]	
<i>Dílo bylo vytvořeno ke splnění povinností vyplývajících z pracovněprávního vztahu k UP autorem [REDACTED] v rámci realizace projektu uděleného z GAČR a Podpora internacionalizace na FF UP, rok 2019.</i>	
<b>Kalkulace nákladů na vydání díla (bez DPH) / Calcolo delle spese per la pubblicazione del libro (senza IVA)</b>	<b>Euro</b>
<i>Tisk/Stampa</i>	<b>2 200</b>
<i>Sazba/Impaginazione</i>	<b>1 500</b>
<i>Jazyková redakce, lektoráty, graf. úprava, technická redakce/ Spese di redazione</i>	<b>2 200</b>
<i>Náklady na propagaci a distribuci, režie / Spese della distribuzione</i>	<b>9 600</b>
<b>Náklady na vydání a distribuci díla celkem / Spese per la stampa e distribuzione in totale</b>	<b>15 500</b>
Úhrada nákladů ze strany UP / Sostegno UP	<b>3 500</b>
<b>Rozdíl (hradí primárně nakladatel) / La differenza (a carico dell'editore)</b>	<b>12 000</b>
Počet výtisků určených k prodeji / Numero di copie destinate alla vendita	<b>320 ks</b>
Předpokládaná prodejní cena bez DPH / Costo previsto di una copia senza l'IVA	<b>35</b>
Předpokládaný výnos z prodeje (prodejní cena x počet výtisků) / Lucro	<b>11 200</b>



