

MEMORANDUM OF AGREEMENT

made at West Lafayette, Indiana, USA, this 14th day of February, 2019

between THE TRUSTEES OF PURDUE UNIVERSITY on behalf of PURDUE UNIVERSITY PRESS, 504 W. State Street, West Lafayette, IN 47907 (hereinafter called the Seller)

and Divize Academia Nakladatelství, Středisko společných činností AV ČR, Národní 3, 110 00 Praha, Czech Republic, (hereinafter called the Buyer)

relating to a work entitled Education and Middle-Class Society in Imperial Austria, 1848-1918 by Gary B. Cohen (hereinafter called the Work).

[1] Subject to the terms and conditions herein set forth, the Seller hereby grants to the Buyer the sole and exclusive license to translate the Work into the **Czech Language** and to manufacture, publish, and sell copies of the translation in **printed format** throughout the **World**.

[2] The Seller represents and warrants that it is the sole owner of the rights herein granted and that said rights are not subject to any prior agreement, lien, or other rights which may interfere with the Buyer's exercise thereof, except that Buyer is responsible for securing permissions for any previously published material and for all art work and photographs. The Seller further warrants that the Work contains no libelous, obscene, plagiarized or any other unlawful matter, and that it in no way infringes upon the copyright or violates any other right of any person or party whatsoever, and the Seller agrees to indemnify and hold the Buyer harmless against any claim, demand, suit, action, proceeding, prosecution, or judgment based upon the Buyer's exercise of the rights conferred by this agreement, including all reasonable expenses, losses, fines, penalties, court costs, attorneys' fees, and liabilities suffered or incurred in connection therewith.

[3] Upon signing this agreement, the Buyer agrees to pay the Seller in United States currency the following royalties: a non-returnable advance of 700 Euro against a royalty of [REDACTED] on [REDACTED] copies sold (See clause [5] for payment instructions).

[4] On any copies sold as remainders the Buyer shall pay a royalty of [REDACTED] of the net cash received in lieu of royalties provided in clause (3). However, no remainder copies shall be sold within two years from the date of first publication of the translation. No royalty shall be paid on copies sold at or below cost. The Buyer, upon remaindering its edition, shall give written notice to the Seller.

[5] All sums due the Seller under this Agreement shall be paid to the Seller's representative, Indiana University Press, of Herman B. Wells Library Rm 350, 1320 E. 10th St. Bloomington, IN 47405-3707, whose receipt shall be a full and valid discharge of the Buyer's obligations hereunder and who shall act with the authority of the Seller in all matters arising out of this Agreement. Accounts of sales of the Work shall be made by the Buyer as of December 31 of each year and shall be delivered to the Seller, together with payment of any sums due, within (3) months thereafter.

[6] Subject to clause [7] and clause [12] of this agreement, the term of this agreement shall be for a period of 5 years from the date of publication by the Buyer.

[7] The Buyer agrees to publish its edition of the Work within **24** months of the date of this agreement. If the Buyer fails to do so, this agreement shall terminate automatically and all rights licensed hereunder shall revert to the Seller without further notice, and without prejudice to any monies already paid or then due to the Seller under the terms of this agreement.

[8] In the event of termination of this agreement as provided in clause [6] the Buyer may, nevertheless, continue to dispose of all stock on hand or in production at the time such notice is given, for a period of one (1) year, continuing to pay royalties on such sales in accordance with the provisions made in clause [3].

[9] The Buyer shall make or cause to be made at its expense the translation into the aforementioned language and will promptly secure on behalf of the Seller whatever copyright protection may be

available in the said territory with respect to the Work and said translation. The English language title of the Work shall appear beneath the translated title or on the back of the title page of every copy issued. Copyright notice shall be printed exactly as follows:

Education and Middle-Class Society in Imperial Austria, 1848-1918 by Gary B. Cohen
Copyright 1994, Purdue Research Foundation.

Czech language translation rights licensed from the English-language publisher, Purdue University Press, by arrangement with Indiana University Press. All rights reserved.

This provision is an integral part of this agreement and the permission to publish granted by the Seller

is conditioned upon the printing of the correct copyright notice.

[10] The translation of the said Work shall be made faithfully and accurately. No abbreviations or alterations may be made in the text thereof except with the written consent of the Seller.

[11] The Buyer will furnish the Seller with [REDACTED] complimentary copies of its translated edition upon publication and will inform the Seller of its exact publication date and retail selling price.

[12] If at any time after the date of first publication in the said language the Work goes out of print and remains out of print for a period of six (6) months, then all rights granted to the Buyer herein shall terminate and revert to the Seller without further notice.

[13] The Buyer shall not assign this license nor issue the Work under any imprint other than its own without written permission of the Seller. In the event the Buyer becomes insolvent or bankrupt or otherwise unable to meet its obligations, the rights herein granted shall automatically terminate and revert to the Seller without prejudice to the Seller's right of recovery of any sums due it under the terms of this agreement and/or damages.

[14] This agreement shall not become binding upon the parties hereto unless a properly executed copy thereof, together with the nonrefundable fees stipulated in clause [3], is in the hands of the Seller within three (3) months from the date first written above.

[15] Any rights not specifically granted to the Buyer herein remain the sole and exclusive property of the Seller.

[16] This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana and applicable U.S. federal law. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

AGREED:

Representative for Purdue University Press

3. 6. 2019
Representative for the Buyer

Representative for Indiana University Press