

MEMORANDUM OF AGREEMENT made this 20th June, 2019 between

Granta Publications of 12 Addison Avenue , London W 11 4QR (hereinafter called 'the Proprietor') of the one part and

Divize Academia Nakladatelství of Stredisko Spolecnych Cinnosti AV CR, Narodni 3, 110 00 Praha 1, Czech Republic having a place of business at Vodičkova 40, 110 00 Praha 1, Czech Republic (hereinafter called 'the Publisher) of the other part to exercise the rights herein granted.

IT IS AGREED as follows regarding **COMRADE PAVLIK: The Rise and Fall of a Soviet Boy Hero by Catriona Kelly** (hereinafter called 'the Work')

1. The Proprietor warrants that it controls the rights contained in this Agreement and grants to the Publisher the exclusive right to publish and sell the Work in volume form throughout **World** in the **Czech** language for a period of **seven (7) years** from the date of this Agreement.

2. If at the end of this licence period the Publisher wishes to extend their licence , they may inform the Proprietor in writing and the duration and terms of any extension will be agreed upon at that time.

3. All rights not specifically granted by this Agreement are reserved by the Proprietor including but not by way of limitation, electronic book, audio, cheap reprint, binding, partwork, encyclopaedia , digest and digest volume, one shot, spin-off volume , merchandise , dramatic, audio, film, television, video and computer rights. The Proprietor reserves the right to publish in such language extracts from or synopses of abridgements of the Work which do not exceed [REDACTED] words (or [REDACTED] of the Work, whichever is shorter) for use in connection with the promotion of the Work in the press, media, radio and internet, free of charge. It is understood and agreed that rights in the cover design and cover artwork are not included in this Agreement.

4. If the Work includes any materials the copyright of which is owned by third parties the Proprietor will, on request, supply the Publisher with details of the respective copyright owners. The Publisher will be responsible for obtaining and paying for all permissions needed for inclusion of those materials in their edition(s) of the Work.

5. In exchange for the rights granted to the Publisher under this Agreement the Publisher will make the following payments to the Proprietor:

(i) The sum of **f600** (six hundred pounds sterling) in advance and to be offset against all royalty and other earnings due to the Proprietor under this Agreement, payable on signature of this Agreement.

The advance is on account of all sums of money which may become payable to the Proprietor under this Agreement and is not refundable.

(ii) A royalty of every copy sold as follows:

Hardback: [REDACTED] of the Publisher's published price

Paperback To be mutually agreed

The Publisher will prepare statements of sales of the Work and of the Proprietor's earnings to each 30th day of June and 31st December following publication. Each statement will be sent to the Proprietor together with any payment due within 3 months following the date of the statement.

Should the Proprietor fail to receive the advance due to them within 60 days of the invoice date, then this Agreement shall be deemed not have come into effect and all rights granted by this Agreement may at the sole option of the Proprietor and on notice in writing to the Publisher from the Proprietor revert to the Proprietor with immediate effect and without prejudice to any claim which the Proprietor may have due, for damages or otherwise.

6. The Proprietor agrees that the Publisher may negotiate the sale of the following (percentages of the stm1 received by them):

Pre-publication serial rights
Post-publication serial rights
Anthology



7. (a) The Publisher will include in their edition the following acknowledgement and copyright notice:

Originally published in English by Granta Publications under the title *Comrade Pavlik: The Rise and Fall of a Soviet Boy Hero*, copyright © 2005 by Catriona Kelly

(b) The Publisher is required to include in each copy of the Translation published by them, the following notice: "Catriona Kelly asserts the moral right to be identified as the author of this Work".

8. It is the condition of this Agreement that the Publisher inform the Proprietor of the publication date of their first edition and of any reprint, and the Proprietor may retain [REDACTED] free copies of the Publisher's first edition(s) and [REDACTED] free copy of any reprint(s).

9. The Publisher agree to publish their own edition of the Work within 24 (twenty-four) months from the date of this Agreement.

10. Translation of the Work will be made faithfully and accurately and abbreviations will be made only with the prior written consent of the Proprietor. If requested to do so, the Publisher will submit to the Proprietor a specimen chapter or the complete text of the translation for approval.

The Publisher will publish their edition under the title Soudruh Pavlik Morozov [Comrade Pavlik Morozov]. If the Publisher wishes to use a different title, this will be subject to the prior written approval of the author and Proprietor.

11. The Publisher shall not insert within the Translation or on its covers or dust jacket any advertisements other than for its own works without the Proprietor's prior written consent and shall endeavor to see that a similar condition is contained in all its sublicences.

12. The Publishers undertake to use best efforts to keep the Proprietor regularly informed of matters concerning publication of their edition including not limited to sales figures, media coverage, prize submissions, critical reaction and production timetables.

11. If the Publisher fail to issue their edition of the said Work within the permitted period of 24 (twenty-four) months, or if the Work becomes out of print in all volume editions, all rights will revert to the Proprietor after it has given three months' notice to the Publisher, and should the Publisher neglect or decline to order a reprint within three months thereafter, without prejudice to royalties and other monies due to the Proprietor from the Publisher and without any obligation on the part of the Proprietor to repay any money advanced by the Publisher on the Work.

12. If the Publisher fails to fulfill or comply with any of the provisions of this Agreement within three months after receiving written notification from the Proprietor or his agent of such failure, or if they go into liquidation other than a voluntary liquidation for the purposes of reconstruction only, this Agreement will be cancelled automatically and all rights granted by it will revert to the Proprietor forthwith and without any further notice, without prejudice to any claim which the Proprietor may have either for monies due and/or damages and/or otherwise, and without any obligation on the part of the Proprietor to repay any money advanced by the Publisher on the Work.

13. At any time, after a period of two years from the date of first publication of their edition, the Publisher shall be at liberty to dispose of their stock or overstock provided the Publisher give written notice thereof to the Proprietor. The Publisher shall furnish the Proprietor with a certificate specifying the number of destroyed copies. Copies destroyed or sold below cost price shall not be subject to royalties. On copies sold above cost the Publisher shall pay the Proprietor [REDACTED] of the net proceeds. The Proprietor shall have the option of purchasing copies at the remainder price. Should the Publisher dispose of all copies on hand, the rights granted under the terms of this Agreement shall revert to the Proprietor without further notice, unless remaindering takes place to clear the market for a new edition.

14. Following the reversion of the rights and/or cancellation of this Agreement, the Publisher may continue to sell any remaining stock of the Work for a period of twelve months only.

15. This Agreement shall be interpreted according to English law and will be subject to the non-exclusive jurisdiction of the English courts.

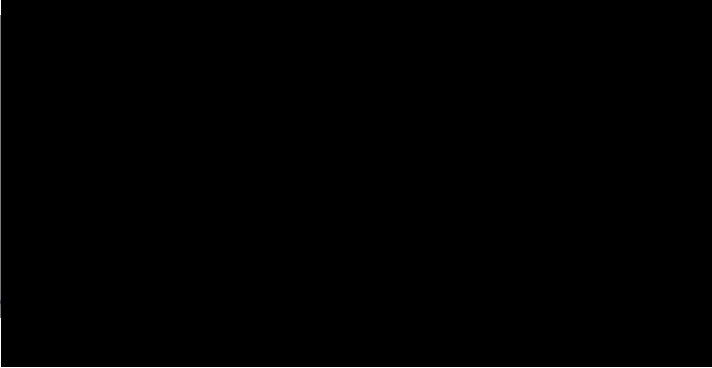
16. This Agreement shall be binding upon the successors in business of the Proprietor and the Publisher but the Publisher may not assign this Agreement without prior written consent of the Proprietor.

17. Amounts which may become due to the Proprietors under this Agreement shall be paid by the Publisher in **Pounds Sterling** without any deduction in respect of exchange or commission. Payment may be remitted either by cheque or bank draft sent by post to the

Royalty Department of the Proprietors or by direct bank transfer to the Proprietors ' bank account number 13924392 (soli code 16-00-58), at Royal Bank of Scotland, 40 Islington High Street, London N1 8XJ. Should the Publisher be obliged by law to deduct tax they shall send a declaration to this effect with the relevant statement of account showing the amount deducted.

For and on behalf of the Proprietor

For and on behalf of the Publisher



29. 7. 2019