

Memorandum of Agreement

MEMORANDUM OF AGREEMENT (the "Agreement") entered into this **22nd** day of **March, 2019**, between W. W. NORTON & COMPANY, INC., of 500 Fifth Avenue, New York, NY 10110, USA (the "Proprietor"), and **Academia nakladatelství, Středisko společných činností AV ČR, Národní 3, 110 00 Praha, Czech Republic** (the "Publisher"), regarding the work entitled **The Honor Code: How Moral Revolutions Happen** (the "Work") written by **Kwame Anthony Appiah** (the "Author").

1. The Proprietor grants to the Publisher during the Term (as such term is defined in Paragraph 3 hereinbelow), (i) the exclusive right to translate, reproduce, publish, distribute and sell the Work, in Publisher's Czech language unabridged translation (the "Translation") only, throughout the **world** (the "Territory"), solely in **trade print format**, and (ii) the exclusive right to exploit those subsidiary rights in the Translation, if any, specified in Paragraph 13 hereinbelow.

2. The Translation shall be made faithfully and accurately with only such modifications as may be necessary to achieve a competent Czech language edition of the Work. No deletion from, addition to, or other alteration to the Work may be made without the prior written approval of the Proprietor. Any change to the title or abbreviations or alterations to the text of the Work shall be made only with the prior written consent of the Proprietor. Any costs associated with the Translation shall be borne solely and exclusively by the Publisher.

3. The "Term" of this Agreement shall be a period of five (5) years from the date first written above (i.e., **March 22nd, 2024**). Upon expiration of the Term or earlier termination of this Agreement as provided hereinafter, all rights in the Work herein granted to the Publisher shall automatically revert to the Proprietor and thereupon the Publisher shall immediately cease to publish, distribute, display, reproduce, sell or otherwise exploit the Translation.

4. The Publisher shall publish the Translation within twenty-four (24) months from the date first written above, unless Proprietor's first publication does not take place within such eighteen (18) month period, and will promptly notify the Proprietor in advance of the publication date of the Translation. Publication of the Translation shall take place no sooner than Proprietor's first publication of the Work in the United States (except with the Proprietor's prior written permission, which may be granted or withheld in Proprietor's sole discretion).

5. The Publisher agrees to print, and shall ensure that any sublicense agreement requires sublicensees to print, the name of the Author prominently on the title page, front cover, jacket, spine and packaging of all copies of the Translation and in all publicity, promotion, and advertisements for the Translation. The title of the Work shall be printed in English beneath the translated title or on the back of the title page of every copy of the Translation. An acknowledgment indicating that the Proprietor was the initial publisher of the Work shall appear on the copyright page of all copies of the Translation. The copyright notice for the Translation shall be printed exactly as it appears in the U.S. edition of the Work and shall appear in the same location. The Publisher shall ensure that any sublicense agreement requires sublicensees to reproduce the copyright notice in exactly the same form (including the date of original publication) as the Proprietor's edition of the Work, together with a credit to the Proprietor as the first publisher of the Work.

6. Subject to Paragraph 8 below, the Proprietor hereby represents and warrants to the Publisher that Proprietor owns or solely controls all rights in the Work necessary for the grant of rights made to Publisher hereunder and that Proprietor has the full power to make this Agreement and to grant all of the rights herein granted. Provided that the Proprietor receives timely written notice thereof from the Publisher, Proprietor will defend and indemnify the Publisher against any loss, injury, or damage arising out of any third party claim alleging facts that, if true, would constitute a breach by Proprietor of the foregoing representations and warranties. Publisher shall in all events cooperate with Proprietor in the defense of any such claim. Selection of counsel shall be at Proprietor's discretion, but Publisher may, if it so chooses, participate in Proprietor's defense with counsel of Publisher's own choosing, at Publisher's expense.

7. Except as set forth herein, all details as to the time and manner of production, advertisement, and sale of the Translation, and the number and destination of free copies of the Translation for the press and others, shall be left to the discretion of the Publisher, who shall bear all expenses of production. Notwithstanding the foregoing, Publisher shall use only the pre-approved biography of the Author provided by the Proprietor. The Publisher shall be solely responsible for clearing all necessary rights for the Publisher's use of any photograph or other likeness of the Author, including, without limitation, any use by the Publisher of Author's photograph or likeness on the cover or jacket of the Translation, and Publisher shall be solely responsible for paying any and all fees in connection therewith.

8. The grant of rights set forth herein does not include the right to use any photographs, illustrations, quotations, or other material not original to the Author that may be included in the Work ("Third-Party Material"), and the Publisher shall secure at its own expense all licenses in Third-Party Material that may be required for the exploitation by the Publisher of the rights granted herein. The Publisher hereby absolves the Proprietor and the Author of any and all liability arising out of or connected with Publisher's use of Third-Party Material in, on or in connection with the Translation.

9. As an advance against and on account of all monies to accrue to the Proprietor under this Agreement, the Publisher shall pay to the Proprietor the non-refundable sum of **eight hundred U.S. Dollars (\$800)**, payable on signature of this Agreement.

10. The Publisher shall prepare a statement of account at least **once** annually as of the 31st day of December for all twelve-month periods during which copies of the Translation are sold, and shall send these statements, together with payment of any amounts due to Proprietor, within three (3) months following the end of each period. Payments shall be guaranteed in U.S. funds as of the rate of exchange on the date of the Publisher's obligation to transmit funds.

Publisher shall maintain complete and accurate books and accounting of all sales of the Translation as well as any and all other transactions pertinent to this Agreement. Proprietor or its duly authorized representatives shall have the right, at reasonable business hours and upon at least five days' notice to Publisher, to examine and make extracts of Publisher's books and records of account as they pertain to this Agreement, and the cost of any shortfall in payment shall be promptly rectified by Publisher. The cost of examination under this paragraph shall be borne by Proprietor unless errors of accounting amounting to [REDACTED] or more of the total sum paid to Proprietor in any period shall be found to the Proprietor's disadvantage, in which case the cost of the examination shall be borne by the Publisher.

[REDACTED]

11. The Publisher shall pay to the Proprietor or to its duly authorized representatives, on all copies of the Translation sold by or on behalf of Publisher, royalties at the rates set forth below.

- a. On all copies of the trade print edition sold in the Territory: [REDACTED] of the Publisher's retail price less VAT.

No royalty shall be paid on a reasonable number of copies of the Translation given away free for publicity or promotional purposes, copies damaged or destroyed, or copies sold as remainders at or below the Publisher's cost of manufacture.

12. The Publisher shall forward to the Proprietor [REDACTED] complimentary copies of the Translation upon first publication and [REDACTED] complimentary copies of the Translation to the Proprietor's representative upon first publication. The Proprietor shall have the right to purchase additional copies of the Translation for Proprietor's or Author's own use, and not for resale, at the Publisher's list price less the Publisher's customary discount to the trade.

13. Intentionally deleted.

14. Any rights in or to the Work not specifically granted in this Agreement, whether now existing or which may hereafter come into existence, are reserved to the Proprietor.

15. The Publisher shall not remainder any edition of the Translation earlier than three (3) years from first publication of such edition to sell any stock as remainders. On all copies of the Translation remaindered at or above cost, the Publisher shall pay the Proprietor a royalty of [REDACTED] of Publisher's net receipts. The Proprietor shall be notified in writing at the address stated above of the intended sale of any edition of the Translation as a remainder. Subject to Paragraph 16 below, in the event of a sale of remainder copies of the Translation, the rights granted her in shall automatically revert to the Proprietor without further notice.

16. If (a) Publisher allows any print edition of the Translation to go out of print (i.e., if Publisher's sales of the Translation fall below [REDACTED] copies across all formats in each of any two consecutive accounting periods), or (b) within three (3) months following a written demand payments due to the Proprietor have not been made as specified herein, then all rights conveyed to Publisher under this Agreement shall revert to the Proprietor without further notice and without prejudice to any claim which the Proprietor may have for monies due and/or damages and/or otherwise.

(7. If the Publisher fails to publish the Translation within the period specified in Paragraph 4 above, the Proprietor may terminate this Agreement, with immediate effect, by written notice to the Publisher.

18. Should the Publisher be declared bankrupt, or should any insolvency proceeding be commenced against the Publisher, or should the Publisher at any time violate any of the terms of this Agreement and not rectify such violation(s) within one (1) month following written notice from the Proprietor to do so, then this Agreement shall terminate and all rights herein granted shall automatically revert to the Proprietor, who shall have liberty to dispose of the said rights elsewhere. In the event of termination under this paragraph, all payments theretofore made to the Proprietor will belong to the Proprietor, and neither party will be under any further obligation to the other.

19. If the Proprietor disposes of live stage, motion picture, or television rights in the Work, each of the Proprietor and its affiliates and licensees shall have the right, without notice or

[REDACTED]

compensation to Publisher, to use up to [REDACTED] words of the Translation for advertising and publicity. For publicity purposes, the Publisher may display online, without charge, the verbatim text of the table of contents and one chapter provided that in no event shall such use exceed [REDACTED] words from the Work in the aggregate. Any online posting must link to a major online bookseller.

20. The provisions of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Proprietor, and the successors and assigns of the Publisher. This Agreement as a whole may not be assigned by either party except that the Proprietor shall have the right to assign this Agreement in whole or in part (a) to any affiliate of the Proprietor or (b) in the event of an acquisition of all or substantially all of the assets of the Proprietor or of any of the Proprietor's divisions. Any assignment of this Agreement other than as permitted in this paragraph shall be void and of no force and effect.

21. All sums due the Proprietor under this Agreement shall be paid to the Proprietor's representative, **Kristin Olson Literary Agency, Klimentaska 24, 110 00 Praha, 1, Czech Republic**, whose receipt shall be a full and valid discharge of the Publisher's obligations hereunder. The title and Author of the Work must be indicated with the payment.

22. Regardless of the place of its actual execution and delivery; this Agreement shall be treated as though executed within the State of New York and shall be governed by the substantive laws and statutes thereof.

23. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes, except to the extent specifically set forth herein, all prior agreements, understandings, and proposals (whether or not written). No modification of this Agreement or waiver of any provision hereof shall be binding on either party unless it is in writing and signed by all parties,

IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized officers as of the day and year first written above.

For and on behalf of
Academia nakladatelstvi

("Publisher")

For and on behalf of 19.7.2019
W. W. NORTON & COMPANY, INC.

[REDACTED], Contracts Manager
("Proprietor")