

Made this september 10th 20 19

Between: LIBRAIRIE ARTHEME FAYARD

whose registered office is situated in Paris : 13, rue du Montparnasse - 75006 Paris - France , represented by its general Manager, hereinafter called "the Proprietor" and acting as assignee of the exclusive right to publish the book -subject matter of this Agreement- for which it pledges itself ,

And: ACADEMIA

whose registered office is situated , Stredisko spolecnych cinnosti AV CR, Narodni 3, 110 00 PRAHA, CZECH REPUBLIC .
hereinafter called "the Publisher",

IT IS MUTUALLY AGREED AS FOLLOWS :

I Grant of rights

The Proprietor hereby grants and assigns to the Publisher subject to the following terms and conditions of this agreement, the sole and exclusive right to translate in one volume at his own costs into the **Czech language** and to print, publish, distribute and sell the made translation in the Czech language in book form the work entitled:

« **ARCANE 17** » ("the Work")
by **André BRETON** ("the Author")

in the following territories : worldwide

The additional and subsidiary rights in the original work are hereinafter set forth.

2 Term of licence

Each of the rights granted and assigned by this agreement shall continue for a period of **7 (seven) years** upon signature of the contract, unless terminated earlier in accordance with the terms hereof.

3 Advance

The Publisher shall pay to the Proprietor an advance against Proprietor earnings from all sources under this Agreement of: **800 € (eight hundred euros)** payable upon signature of the Agreement.

This advance is not refundable and shall be definitely paid no later than one month following this undersigning Translation costs may not be deducted from the advance and royalties.

This Agreement shall be deemed void if not signed by both parties within thirty days following the date of its drawing up and / or if the advance is not paid to the Proprietor within sixty days following this undersigning.

4 Royalty

According to this Agreement, the Publisher shall pay to the Proprietor he following royalties , based on the list price of each copy sold :

Eight percent (8%) up to 3000 copies sold

Ten percent (10%) thereafter .

S Publication

The Publisher undertakes to publish the first edition of the Work within **24 (twenty-four)** months of the date of this Agreement. Should the Publisher fails to publish their edition of the Work within the time specified herein then this Agreement shall terminate automatically and all rights granted herein shall revert The Proprietor forthwith without prejudice to any monies already paid or due.

The Publisher shall promptly inform the Proprietor of the exact publication date of the Work and of its Publishers ' catalogue price.

6 Accounting

- a) The Publisher shall make up accurate and complete accounts of all sales and stock remaining of the work to December 31th in each year and deliver such accounts to the Proprietor within three (3) months thereafter
- b) Each accounting shall contain the following information for the Publisher's edition of the Work: the number of copies of the Work sold during the accounting period, and the retail price of all copies sold.
- c) The Publisher shall pay to the Proprietor the amounts due to the Proprietor as shown in such statements on the date the statement shall have been due. Statements shall be rendered stating the number of copies sold during this period.

Any and all sums due under this Agreement are payable in Paris, free of any and all deductions of whatever kind, whether tax or other deductions. The payments shall be made on the bank account of the Proprietor with:

SOCIÉTÉ GÉNÉRALE PARIS OPÉRA
6, rue Auber - 75009 PARIS- FRANCE

Code banque : 30003

Code guichet : 03080

Compte : n° 00020027011

Clé : 09

IBAN : FR7630003 03080 00020027011 09

BIC-ADRESSE SWIFT : SOGEFRPP

And a photocopy of this payment shall be sent to Fayard - Attention to Foreign Rights Department (13, rue du Montparnasse 75006 PARIS).

7 Translation

- a) The Publisher shall guarantee a high-quality translation of the Work from the French text. The translation, including the title of the Work, shall be made faithfully and accurately by a translator of the highest standard. No abridgements, additions, deletions or alterations, photographs or title may be made without the prior written approval of the Proprietor.
- b) The Publisher shall submit their choice of translator to the Proprietor.
- c) The Publisher shall submit their translation of the Work to the Proprietor for his written approval and shall work closely with The Proprietor in every respect with regard to the translation and accept his jurisdiction on this matter. The Proprietor shall be allowed five) weeks from receipt of translation to respond.
- d) The Publisher hereby agrees that upon expiration of this Agreement they will sub-licence the translation of the Work in accordance with the wishes of the Proprietor.

8 Copyright

The Publisher undertakes to print in each copy of the Work original title of the Work and the name of the author shall appear on the back of the title page of every copy as well as in all licensee editions issued in translation together with the following copyright notice required by law and the Universal copyright Convention as follows:

« **ARCANE 17** »

By André Breton

(c) Pauvert, département de la Librairie Arthème Fayard, 1971, 2010

In addition to any copyright line that may be required to establish copyright in the actual translation.

9 Subsidiary rights

The Publisher may sell, only for the language and territories outlined in Clause 1 above, subsidiary rights to its translation of the Work for book-club editions, anthology permissions, post publications, reprint editions, selections and condensations in newspapers and magazines.

Prior approval with the Proprietor is required for all sublicenses here below, and two (2) copies of any such editions shall be sent to the Proprietor.

a) First Serial Rights:

It means the right to use all or any portion of the Work in the Czech language in newspapers, magazines and other periodicals (whether in one or more parts) before the date the Work is first available for sale to the public in book form, including the right to create for such use abridged, adapted and condensed versions of the Work. The Proprietor will earn [REDACTED] of the net receipts received by the Publisher from these licenses.

b) Second Serial Rights:

It means the right to use all or any portion of the Work in the Czech language in newspapers, magazines and other periodicals (whether in one or more parts) on or after the date the Work is first available for sale to the public in book form, including the right to create for such use abridged, adapted and condensed versions of the Work. The Proprietor will earn [REDACTED] of the amount received by the Publisher from these licenses.

c) The Proprietor will earn [REDACTED] of the amount received by the Publisher from licenses to the rights of reproduction of quotations or abstracts in anthologies or other works.

d) The rights of reproduction in a book club edition by a third publisher:

The Proprietor will [REDACTED] of all amounts received by the Publisher from licenses to the rights of reproduction in the book club edition.

Two (2) free copies of each of these editions or reproductions will be sent to the Proprietor.

The Publisher shall send to Proprietor photocopies of all sub-Licenses and agreements as well as copies of all statements received by them.

The Publisher shall be entitled to authorize free of charge the recording of the Work in Braille or as a talking book for the use of the blind and / or the microfilming of the Work for the use of handicapped persons, such permissions to be given for use of the material on a non-commercial basis.

10 Authorship Credit

The Publisher shall print the original title of the Work in its original language on the back of the title page and the name of the Author shall appear in its customary form on the title page and on the Jacket/cover and /or binding of every copy in all advertisements and other announcements of the Work issued by the Publisher or their agents.

11 Jacket /cover Design and Copy

The Proprietor shall have the Jacket /cover design of the Publisher 's edition of the Work and shall be given 10 (ten) working days from receipt of material to respond.

12 Complimentary copies

On publication of the Work the Publisher shall send 8 (eight) free copies of the Publisher's edition of the Work to the Proprietor at the following address: Librairie Artheme Fayard, 13 rue du Montparnasse 75006 Paris France.

13 Remainder Copies

No remainder copies shall be sold within a period of 3 (three) years from the date of publication of the Work and the Publisher shall promptly inform the Proprietor of their intention to remainder and the Proprietor shall have the right to purchase copies at the remainder price.

On remaindering, the rights granted herein shall without further notice revert to the Proprietor without prejudice to the Proprietor claim for damages or to any monies paid or then due

14 Advertising

The Publisher shall not print advertisements or listings of any kind or for any other book other than by the Author in its edition of the Work or on the jacket/cover without the Proprietor prior written approval.

15 Reservation of Rights

All other rights in the Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publisher in this Agreement are reserved by the Proprietor.

16 Additional Material

Unless otherwise specified herein, the rights to reproduce any illustrations and/or quoted matter from the original edition of the Work are not granted in this licence.

17 Motion Picture Excerpts

The Publisher who have no interest or control of motion picture rights agree that a film or television company shall have the right to print or publish in the **Czech** language synopses (including quotations) or not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the Work.

18 Termination

This Agreement shall not be valid until the Proprietor is in possession of the countersigned copy of this Agreement and the signature fee payment specified in Clause 3 above and may be cancelled by the Proprietor with immediate effect at any point up until receipt of any payment due on signature

The Agreement shall automatically terminate without prejudice to any further claim which the Proprietor may have for monies due or damages and /or otherwise:

- a) If the Publisher is declared bankrupt or take advantage of any insolvency law;
- b) If the Publisher fails to render payments and/or accounts of sales as agreed in Clauses 3 and 6 above
- c) If after three years from the first publication by the Publisher fewer than 100 (one hundred) copies of the Work are sold at not less than the original published price in any year.
- d) If the Publisher violates any terms of this Agreement.
- e) If the Publisher fails to project the proprietor copyright of the Work as provided in clause 8 hereof.
- f) Upon termination of this Agreement pursuant to sub-clause 17c above, or within 6 (six) months immediately preceding expiration of the Agreement on the date set forth in Clause 2 above, the Publisher may request by written notice to the Proprietor a right to sell off any remaining stock of the Work subject to the continued accounting of such sales to Proprietor in accordance with the Agreement. The Proprietor may grant or deny such permission at his sole discretion, and the Publisher may not proceed to sell any of their remaining stock after the date of termination without The Proprietor prior written consent.

19 Assignment

The rights herein granted are assigned to the above mentioned Publisher solely and shall not be transferred without the written consent of The Proprietor.

20 Audit

The Proprietor shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the Publishers to inspect all books, vouchers, documents in the possession of the Publisher related to the Work. If an error is found in the Publisher 's favour the Publisher agrees to pay the Proprietor the amount of the error plus interest calculated at the US prime rate (+1%) (one percent) within 30 (thirty) days of such discovery and, in addition, will bear the cost of the audit.

21 Applicable Law

This Agreement, and the rights and remedies of the parties with respect to it, shall be governed by the French laws, upon the decision of the competent Courts of Paris, France .

22 Entire Agreement:

The Agreement constitutes the complete understanding of the parties and all previous negotiations and understandings have been merged herein. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties.

Drawn up in 2 (two) copies in Paris, September 11th, 201

THE PUBLISHER

10. 10. 2019

THE PROPRIETOR

