

Publishing Licence Agreement

(hereinafter referred to as 'the Agreement')

entered into by:

Charles University, Faculty of Arts

Id. No. 00216208

VAT No. CZ00216208

of registered address: nám. Jana Palacha 2, 116 38 Prague 1

represented by: Ing. Jan Šebek, Faculty Bursar

and with this Agreement carried out by: [REDACTED] Czech Institute of Egyptology,
Faculty of Arts, Charles University telephone: [REDACTED], e-mail:

[REDACTED]
(hereinafter 'the Provider')

and

Harrassowitz Verlag,

Id. No. 113897518,

VAT No. DE113897518

residing at: Kreuzberger Ring 7b-d, 65174 Wiesbaden, Germany

represented by: Dr. Barbara Krauß

telephone: [REDACTED]

[REDACTED]
(hereinafter 'the Purchaser')

on the undermentioned day, month and calendar year in accordance with Section § 2384 and related provisions of Act no. 89/2012 of the Civil Code.

Section 1 Subject of Agreement

- 1.1. The Provider provides the Purchaser with the exclusive worldwide licence to reproduce and distribute a part of the written work entitled '**The rise and development of the solar cult and architecture in Ancient Egypt**', edited by **Jaromír Krejčí and Massimiliano Nuzzolo**, the part thereof, that is, which constitutes a WFH (work for hire) according to the provisions of Section § 58 of Act no. 121/2000 of the copyright law and related rights and amendments made in the copyright law (the Copyright Act) as well as in accordance with subsequent provisions, and which (being referred to hereinafter as 'the **Work**') is outlined in Addendum no. 1 of this Agreement, under the terms and conditions of the Agreement. The Provider declares him-/herself to be the holder of copyright to the Work.
- 1.2. The Work constitutes a work for hire and is the outcome of grant-funded by the Czech Science Foundation through project no. 17-10799S, bearing the title 'The rise and development of the solar cult and architecture in Third Millennium BC Egypt' and internal cost centre no. 201624917. Acknowledgement of this fact shall be made by the Purchaser in the final publication using the formulation: 'This publication has the

financial support of grant no. 17-10799S awarded by the Czech Science Foundation for the grant project 'The rise and development of the solar cult and architecture in Third Millennium BC Egypt', undertaken at the Faculty of Arts of the Charles University."

- 1.3. The Purchaser shall also undertake to include in the final publication the following copyright acknowledgement: '© Charles University, Faculty of Arts, Harrassowitz Verlag and authors 2020'.
- 1.4. The Purchaser bears no entitlement to grant rights to a third party by sublicense.
- 1.5. The Purchaser hereby solemnly declares that copyright relations between the Purchaser and other authors contributing to the publication "The rise and development of the solar cult and architecture in Ancient Egypt" are in full legal order and that he/she is therefore fully authorized to publish the said contributions, which are listed in Addendum no. 2 of this Agreement.

Section II Financial Settlement

- 2.1. The Purchaser shall undertake to pay the Provider the fee of **50,- €** (that is fifty Euro) including VAT for the licence granted.
- 2.2. The Purchaser shall undertake to pay the Provider the remuneration stated in paragraph 2.1 above in accordance with an invoice made out by the Provider within 15 days of the signing of the present Agreement and with a payment-due date 15 days after the date of the delivery of that invoice to the Purchaser. The Parties agree that the monetary transactions will take place on a bank account that the Party concerned shall indicate in the tax document (invoice).
- 2.3. The Provider shall undertake to transfer to the Purchaser the sum of **3 938.90 €** (that is, three thousand nine hundred thirty-eight euro and ninety cent) including VAT 628.90 € (that is, six hundred twenty-eight euro and ninety cent) to cover the cost incurred by prepress and editorial preparation of the Work. The sum 3 570,- € (that is three thousand five hundred seventy euro) will be paid from the internal cost centre no. 201624917 and the sum 368.90 € (that is three hundred sixty-eight euro and ninety cent) from the internal cost centre no. 710710.
- 2.4. The Provider shall undertake to settle payment of the sum stated in paragraph 2.3 above as per the invoice provided by the Purchaser within 15 days of the signing of the present Agreement, and to do so within 15 days of the date of the delivery of that invoice to the Provider. The Parties agree that the monetary transactions will take place on a bank account that the Party concerned shall indicate in the tax document (invoice).

Section III Publication of the Work

- 3.1. The Provider undertakes to submit the Work to the Purchaser complete and in due form, in Word format through a cloud postal service by 20th December 2019.
- 3.2. The length of the Work is to be circa 310 Czech standard pages (one standard page = 1800 text characters).
- 3.3. The Purchaser undertakes to allow for the carrying out of author's proofs of the Work by a reasonable deadline before its final publication. In the case of the Provider's not giving the Purchaser notice to the contrary in written, fax or electronic form, the task of editing is assumed to have been entrusted by the Provider to Jaromír Krejčí and Massimiliano Nuzzolo.

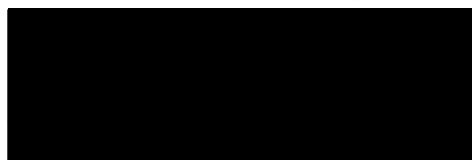
- 3.4. The Purchaser undertakes to publish the Work in printed form only, in a print run of 300 copies, in the English language, and by 31 December 2020 at the latest. The format, graphic design and binding of the publication are to be decided upon by the Purchaser. Under the terms and conditions of the licence the Purchaser reserves the right to publish an additional maximum of 50 copies over and above the quantity stated in this provision for promotional and reviewing purposes and for use as mandatory library copies, author's complementary copies and archive copies.
- 3.5. The Purchaser undertakes to deliver to the Provider within 15 days of the publication of the Work a total of 36 complementary copies as follows: 1 copy for the authors of the Work each, 15 copies to the editors altogether and 3 copies to the Charles University Faculty of Arts Library via its Centre for Scientific Information; 2 copies to the Grants Office of the Charles University Faculty of Arts Dean's Office^[A1]
- 3.6. Under the terms and conditions of the licence the Purchaser is authorized to release extracts from the Work for promotional purposes prior to the Work's official publication, providing those extracts total no more than 15 Czech standard pages.
- 3.7. The Purchaser is not authorized to alter or amend the Work or its title in any manner whatsoever with the exception of language and proof editing and the correction of obvious textual errors. Neither is the Purchaser entitled to combine the Work with another work, or to incorporate the Work into any larger collection of works. At the Purchaser's discretion the publication may incorporate – on its cover, its dust jacket or any other part of the publication – other text which is in keeping with the aims and purpose of the published Work, which is not in conflict with the rightful interests of the Provider of the licence, and only in such a way as is evident that that text is not a component part of the Work itself.
- 3.8. The Purchaser undertakes to secure licencing rights to the illustrative supplement to the Work, and this shall be carried out in agreement with the editor(s) as regards the final shape and form that the supplement shall take.
- 3.9. The Purchaser shall give the Provider immediate notice of the event of the Work's having been published, of the number of published or reprinted copies in keeping with the provision outlines in paragraph 3.4 of this document, and of the recommended retail price of those copies.

Section IV Final Provisions

- 4.1. The Parties are aware of and agree with the publication of the Agreement by Provider in accordance with Act no. 340/2015 Sb., about special conditions regarding the effect of some Contracts, their publication, and the Contracts Register (Contracts Register Act), as amended (hereinafter the „Act on the Contracts Register“), immediately after signing the Agreement.
- 4.2. The Parties state that the Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of the Agreement in its entirety. Nonetheless, prior to the Agreement's publication Provider is, if necessary, entitled to delete information which, according to the Act on the Contracts Register, should not or need not be published. In the case that the publication of the Agreement would nevertheless lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.

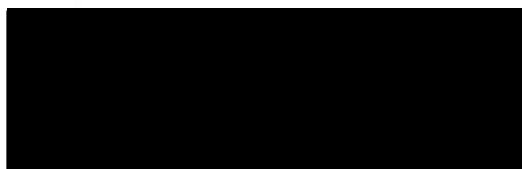
- 4.3. This Agreement remains valid for the term of 7 years, during which time the Purchaser is entitled to reproduce the Work in keeping with the provisions outlined in Section III, paragraph 3.4 of this document, and during which time the Purchaser is entitled also to distribute already published copies of the Work.
- 4.4. The Agreement ceases to be valid also in the case of the sale of all copies of the Work that the Agreement entitles the Purchaser to produce, even should such situation arise prior to the date of expiry stated in the Agreement.
- 4.5. The Agreement may be altered or amended only with the written consent of and based on written agreement between both parties. Changes in persons responsible for carrying out this Agreement do not require a written amendment to the Agreement. Sufficient is unilateral written information sent to the other Party at the address specified in the header of this Agreement.
- 4.6. The Provider is entitled to withdraw from the Agreement and demand the return of the Work and any rights granted by the Agreement should the publication of the Work be in conflict with the conditions outlined in the Agreement.
- 4.7. The Parties have agreed that this Agreement is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of the can take place only after it has taken effect. Provider undertakes to inform the second Party of the Agreement's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in the header of this Agreement.
- 4.8. The rights and obligations ensuing from this Agreement and remaining unaltered by this Agreement are governed by the law of the Czech Republic, in particular by Act no. 89/2012 of the Civil Code and Act no. 121/2000 of the law on copyright, related rights and amendments made in the copyright law (the Copyright Act) as well as in accordance with subsequent provisions. This Agreement is drawn up in 4 identical copies of equal status and validity. Each party in the Agreement is to receive two copies.

Signed in Prague, on 17. 12. 2019



the **Provider**

Signed in Wiesbaden, on 16 December 2019



the **Purchaser**

Addendum no. 1

List of works which are included in the publication titled 'The rise and development of the solar cult and architecture in Ancient Egypt', which are employee-authored works for hire, and which the Provider (Charles University, Faculty of Arts) grants the Purchaser (Harrassowitz Verlag) the licence to reproduce and distribute in accordance with the provisions contained above in the present Agreement.

[REDACTED]

Addendum no. 2

List of works which are included in the publication titled 'The rise and development of the solar cult and architecture in Ancient Egypt', which are not works for hire held by the Provider (Charles University, Faculty of Arts), and for the reproduction and distribution of which licence is to be secured by the Purchaser (Harrassowitz Verlag).

[REDACTED]

[REDACTED]

[REDACTED]

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