

## Publisher's licence agreement

### **Friedrich Pustet GmbH & Co. KG**

With the seat in: Gutenbergstraße 8, 93051 Regensburg, Germany

Authorised person: [REDACTED]

ID number 244/159/566 106 (= Tax number)

Tax ID number: DE133682996

Banking connection: [REDACTED]

Account number BIC [REDACTED]

(hereinafter referred to as "Licensee")

and

### **Palacký University Olomouc, Sts Cyril and Methodius Faculty of Theology**

With the seat in: Křížkovského 511/8, Olomouc, 77147, Czech Republic

Authorized person: Prof. Peter Tavel, the dean of the Sts Cyril and Methodius Faculty of Theology

**Correspondence address:** Univerzitní 22, CZ-771 11 Olomouc, Czech Republic

Person authorized to act in matters of implementation of this agreement: [REDACTED]

ID number: 61989592

Tax ID number: CZ61989592

Banking connection: [REDACTED]

Account number: [REDACTED]

(hereinafter referred to as „UP“ or „Licensor“)

concluded this Publisher's Licence Agreement (hereinafter referred to as "agreement") in accordance with the section 2384 and section 2358 of Act No. 89/2012 Coll., Civil Code, as amended, (hereinafter referred to as "Civil Code")

## **I.**

### **Subject of the agreement**

1. UP grants the licensee the licence to exercise the right of reproduction and distribution of the literary work tentatively titled **Die Apostolische Exarchie in der Tschechischen Republik: Studien zur Geschichte, Gegenwart und Zukunft einer griechisch-katholischen Ostkirche** in German (hereinafter referred to as "work") of the author [REDACTED] (hereinafter referred to as "author"), of its communication to the public, inter alia, also through the computer network internet, and of conversion of its record in electronic form to the format compatible with the demands of the licensee.
2. The work was created by the author stated in the previous article of this section of the agreement in fulfilling his duties arising from the UP employment within the project *Rekatolizace versus sekularizace v moderních českých dějinách* (funded by the Palacký University Olomouc, No. IGA\_CMTF\_2020\_004). UP as an employer exercises the author's economic rights to the work in its own name and on its own account according to section 58 of the Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws, as amended (hereinafter referred to as "Copyright Act").
3. The licence is given as exclusive.

4. The licensee is authorized to distribute the work (hereinafter also referred to as "publication" when talking about the book) through its distributor net, exporters and correspondent distributors abroad.

## **II.**

### **Obligations of the licensee**

1. The licensee obliges to publish the work until 31<sup>st</sup> May 2020, in minimally 250 copies, copies mentioned in the article 4 of this section of the agreement are included.
2. The licensee is obliged to ensure the professional review and professional editorial activities during the publication of the work so as the work meets the requirements of scientific publications. According to the section 2385 of the Civil Code the licensee is also obliged to give to the author (through UP) the opportunity to do the author's corrections before the publishing of the work.
3. The licensee is obliged to ensure a composition, wrapping and graphical corrections, a cover design, printing and binding, bookbinding, the reproduction, distribution and propagation of the work.
4. The licensee is obliged to inform the UP about the publishing and to provide the UP with 4 pieces of the publication (copies for the author are not included) free of charge no later than 2 months after the day the publication has been published.
5. Each copy of the publication shall contain respective copyright notice: Copyright [REDACTED] Verlag Friedrich Pustet, 2020.
6. The licensee is not authorized to change the name of author or the work or its title as stipulated in section 2375 of the Civil Code, except the conditions given by this agreement.

## **III.**

### **Rights and obligations of UP**

1. UP has already delivered a manuscript of the work to the licensee in the final version appropriated with professional and language requirements.
2. UP reimburses the part of the costs of publication and distribution of the work (the publication) in accordance with the section IV. article 1 of this agreement.
3. UP declares that the publication of the Work will not infringe the personal rights and copyrights of third parties, and that the rights to the Work will not be limited in the scope covered by this Agreement. UP declares that they own the copyrights to the photographs, graphics and drawings contained in the Work. UP hereby accepts the obligation to satisfy all property claims arising from a possible settlement or court judgment in the event of third parties submitting claims related to the implementation of this contract.

## **IV.**

### **Price and terms of payment**

1. UP will pay to the licensee as the part of the costs of publication and distribution for the services related to the publication and distribution of the work (the publication) amount of 55.000 CZK (without VAT), in accordance with the invoice issued by the licensee with fourteen-day maturity period starting on the day of its delivery to UP on the address

CMTF UP, Univerzitní 22  
CZ-771 11 Olomouc, Czech Republic

by the post. The VAT is not included in this amount and won't be added to it due to the fact that the publishing (as the export of the service) is exempt of VAT. The VAT is to be paid by the UP in the Czech Republic according to the Czech tax legislation.

2. UP grants licence to the licensee for free.



## **V.**

### **Common understandings**

1. The contractual parties agreed that both of the parties have to approve in writing a masthead, the cover and the cover sheet of the publication and that the licensee is obliged to deliver the proposal of the masthead, cover and cover sheet to UP before the work (the publication) will be transmitted to print. UP is obliged to discuss the topics mentioned in the previous sentence with the author. The author should give their written approval with the masthead, cover and cover sheet no later than 14 days after the delivery of the proposal.
2. Each contractual party is obliged to cooperate with another contractual party for the purpose of fulfilling of the subject of this agreement.

## **VI.**

### **Sanctions**

1. In the case of UP's delay in payment of the amount mentioned in the section IV. article 1 UP is obliged to pay to the licensee an interest on late payment amounting to 0,02 % of the debt amount without VAT per every even-beginning-day of the delay after the end of the maturity period.
2. If the licensee doesn't publish the work on deadline stipulated in the section II. article 1 of this agreement, the licensee is obliged to pay a contractual fine amounting to 50 EUR per every even-beginning-month of the delay.
3. Contractual fines are not calculated into the compensation of potentially existing damage that can be claimed separately in full extent apart from the contractual fines.
4. The maturity period of accounted contractual fines and interests on late payment is 15 days from the date of delivery of a written statement to the relevant contractual party.
5. UP is entitled to set off the contractual fines against the claim of the licensee for the payment of the purchase price.

## **VII.**

### **Withdrawal from the agreement**

1. UP is entitled to withdraw from this agreement, if the licensee doesn't publish the work in at least 1 year after the date stated in the section II. article 1 of this agreement. If UP withdraws from this agreement in accordance with the previous sentence, the licensee is obliged to return to UP the amount mentioned in section IV. article 1 hereof, if paid before the withdrawal, seven days after the written withdrawal from this agreement was delivered to him from UP at the latest.
2. The licensee will be entitled to withdraw from this agreement, if UP violates its duties in accordance with section III. article 1 of this agreement. If the licensee withdraws from this agreement in accordance with the previous sentence, the licensee is obliged to return to UP the amount mentioned in section IV. article 1 hereof, if paid before the withdrawal, seven days after the written withdrawal from this agreement was delivered from UP at the latest.
3. The withdrawal from this agreement becomes effective on the day of the delivery of the written withdrawal to the second contractual party on the address stated in the head of this agreement.

## **VIII.**

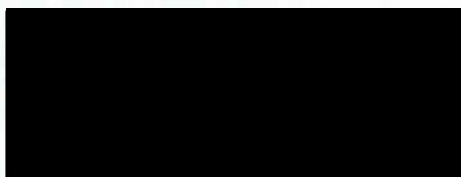
### **Final provisions**

1. Each contractual party is obliged to inform another contractual party in the case of change of the conditions of this contract.

2. All changes or amendments shall be made only by written, dated, numbered amendments undersigned by the authorized representatives of both contractual parties.
3. The agreement is executed in English version in four identical copies with the force of original, two copies for each party.
4. Rights and duties arising from this agreement subrogate on legal successor of both contractual parties.
5. The contractual parties have expressly agreed that their rights and obligations ensuing from this agreement in matters not expressly regulated by this agreement in accordance with section 87 subsection 1 of the Act No. 91/2012 Coll. on the Private International Law, as amended, shall be governed by the laws of Czech Republic. Concretely their rights and obligations ensuing from this agreement in matters not expressly regulated by this agreement shall be governed by Czech Civil Code, Czech Copyright Act and Czech tax laws.
6. The contractual parties agreed that they shall settle all disputes above all by mutual negotiation with the goal to arrive at a peaceful settlement of the dispute.
7. As for potential litigations arising out of this agreement not solved by mutual negotiation, the contractual parties agreed in accordance with the section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the section 89a of the Act No 99/1963 Coll., Civil Procedure Act, as amended, they agreed that any disputes that arise between parties in connection with this agreement shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.
8. The license is granted for a period of 10 years from the date of publication of the Work, with the proviso that if at the time the copies of the Work are in continuous sale (i.e. the annual sale is not less than 50 copies), the license shall be automatically extended for period of the next 3 years.
9. The parties hereto acknowledge the fact that this agreement is subject to a obligatory publication under the Czech Act No. 340/2015 Coll. *On Special Conditions of Effect of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts)*. The parties take note that this agreement becomes effective at the moment of its publication in the Register of contracts. UP, who shall ensure publication of the agreement in the Register of contracts, shall inform the licensee of its publication.
10. The annex of this agreement – The budget of the work is an integral part of this agreement.

On behalf of the licensee:

In Regensburg on 7.5.20



Fritz Pustet

Verlag Friedrich Pustet  
Director

On behalf of UP:

In Olomouc on 14-05-2020



Prof. Dr. Peter Tavel

Sts Cyril and Methodius Faculty of Theology,  
Dean

## Appendix: Calculation of the costs of book production

██████████ *Die Apostolische Exarchie in der Tschechischen Republik: Studien zur Geschichte, Gegenwart und Zukunft einer griechisch-katholischen Ostkirche*

binding	paperback	
format	15,7 x 23,3 cm	
editorial sheet	266 pages	
Price (in EUR)	██████████	EUR
Net Price	██████████	EUR
Volume		
Trade Volume		
Net printing and binding costs	██████████	EUR
technical editorial	██████████	EUR
Editorial	██████████	EUR
Index	██████████	EUR
Net ebook conversion costs	██████████	EUR
Net cover design	██████████	EUR
<b>Total direct net costs</b>	██████████	<b>EUR</b>
Marketing and distribution costs	██████████	EUR
<b>TOTAL</b>	<b>3865,-</b>	<b>EUR</b>

6.5.2020