

Memorandum of Agreement made this 14 day of December 2015
between

VERLAG FERDINAND SCHÖNINGH GMBH & CO. KG, JÜHENPLATZ 1-3; 33098
PADERBORN; GERMANY
(hereinafter called the »Proprietor «)

and

DIVZE ACADEMIA NAKLADATELSTVÍ / PUBLISHING HOUSE ACADEMIA,
VODIČKOVA 40, 110 00 PRAHA 1, STŘEDISKO SPOLEČNÝCH ČINNOSTÍ AV ČR, V.
V. I., NÁRODNÍ 3, 110 00 PRAHA 1, ČESKÉ REPUBLIKY
(hereinafter called the »Publishers«)

whereby it is mutually agreed as follows respecting a work entitled

**Title: ‚Nationale Märtyrer‘: Albert Leo Schlageter und Julius Fucik. Heldenkult,
Propaganda und Erinnerungskultur**
Author: Stefan Zwicker
(the »Work«)

In consideration of the mutual promises hereinafter set forth, the parties do agree as follows:

§ 1 The Grant

The Proprietor hereby grants to the Publishers for a period of 10 (ten) years of the date of execution of this agreement the sole and exclusive right to print, publish and distribute in print form and electronic form (see § 17) the Czech language translation of the Work in the following territory: throughout the World.

§ 2 Warranties

- a) The Proprietor represents and warrants that the Proprietor has the right to grant the rights set forth in this agreement and that to the best of its knowledge the Work does not contain any material that would be libelous or defamatory under German law.
- b) The Publishers hereby absolve the Proprietor and the author of any responsibility from any liability arising from the Publishers' publication of the Work. The Publishers, at their own expense, will be responsible for obtaining permission, where necessary, for use in the Publishers' edition of the Work of photographs, illustrations, quotations or other copyrighted material obtained by the Proprietor from other sources.

§ 3 Publication Term

The Publishers agree to translate and publish the Work at their own expense within 36 (thirty six) months from the date of execution of this agreement. If the Publishers fail to publish said translation within said period, all rights granted to the Publishers shall automatically revert to the Proprietor for its use, benefit and disposition and the contract shall be considered null and void, except that the Proprietor may retain the advance paid to it by the Publishers, whose financial obligations which are already executed remain in force.

§ 4 Translation

- a) The translation of the Work shall be made faithfully and accurately by a translator of the highest standard from the German original. No abbreviations, additions or alterations in the text, photographs or title may be made without the prior written approval of the Proprietor.
- b) The license edition must follow in every respect exactly the original edition as published by the Proprietor regarding sections, paragraphs, running heads, position of notes, etc. This means that also any preface or introduction or afterword or commentaries or notes by the translator or the Publishers' editor – provided the Proprietor has approved of it and given permission in writing – must be placed apart from the corpus of the Work and clearly be recognizable as not being part of the original edition of the Work.

§ 5 Advance

In consideration of the rights granted by the Proprietor the Publishers agree to pay or cause to be paid on signature of this agreement a non-refundable advance of

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against and on account of the royalties mentioned in § 6 and all further earnings.

§ 6 Royalties

a) The royalties for the physical print editions (hardcover or paperbound edition) will be calculated on the retails price less VAT/ publishing price of the Publishers' edition of the Work:

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- b) On remainder copies sold by the Publishers at or above cost of manufacturing a share of 10% (ten percent) of gross incomes be payable to the Proprietor, but no such remainder copies shall be sold prior to 2 (two) years from the date of each of the Publishers' edition of the Work.
- c) No royalties shall be payable on copies of Publishers' edition of the Work which are 1) furnished gratis to the Author or 2) distributed gratis for review, sample, or other similar purposes, the number of such copies not to exceed 10% (ten percent) of any print-run, or 3) on copies destroyed.
- d) For each E-book unit sold by or on behalf of the Publishers, as specified in § 17, whether as a whole or limited to parts of the text, the Publishers shall pay the following royalty to the Proprietor:

xxxxxxx of the Publishers' net receipts. By net receipts it should be understood all receipts, net only of the discount to distributors and/ or retailers, if any, such discounts not to exceed 50% (fifty percent) of the full published recommended download price and any legally required sales tax such as VAT.

e) Further to the abovementioned subsidiary rights, the Proprietor grants to the Publishers the right to use up to 20% (twenty per cent) from the Work in Czech translation purely for promotional and marketing purposes online, on their own homepage and that of major booksellers and book promoters.

All payments shall be made without any deduction in respect of exchange or commission to:
Verlag Ferdinand Schöningh GmbH & Co. KG, Jühenplatz 1-3, 33098 Paderborn, Germany

Bank account:

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§ 7 Subsidiary Rights

No subsidiary rights are granted under this agreement.

§ 8 Reservation of Rights

All rights either now existing or which may come into existence, which are not specifically granted to the Publishers in this agreement, are hereby reserved to and by the Proprietor for its use and disposition at any time.

§ 9 Accounting

- a) The Publishers agree to keep accurate books showing the number of sales and amounts realized from any publication under this agreement or any subsidiary rights income according to § 7 and to render accountings and payment to the Proprietor by wire transfer only annually on February 1st for the period ending December 31st of the previous year, and to submit certified copies of such accountings to the Proprietor.
- b) No income due to the Proprietor under this agreement shall be cross collateralized or held against any amount due to the Proprietor from any other agreement that may exist between the Proprietor and the Publishers.
- c) All sums are net of any value added tax. The Publisher will only withhold taxes and other fees, to the extent such taxes and fees are income taxes, Proprietor is required to pay such income taxes, Publisher is required to withhold such income taxes and to forward such taxes to the competent tax authorities, and provided Publisher is entitled to obtain a refund of the withheld taxes under the applicable double taxation treaties.

§ 10 Copyright

The original German title of the Work and the following copyright shall be printed on the verso of the title page of every copy of the Publishers' edition of the Work:

© Verlag Ferdinand Schöningh, Paderborn 2006

All rights reserved by and controlled through Verlag Ferdinand Schöningh, Paderborn

§ 11 Credits and Advertising

The name of the author shall appear in its customary form in due prominence on the title page, the cover jacket and on the binding of every copy of the Publishers' edition; in all advertising and promotional material and on all editions licensed by the Publishers.

§ 12 Complimentary Copies

The Publishers agree to deliver 4 (four) copies of the first print-run, 1 (one) copy of each subsequent print run of the Work published by the Publishers to the Proprietor at the above mentioned address. The Proprietor shall have the right to purchase further copies at the usual trade discount.

§ 13 Termination

a) This contract shall come into effect upon execution of this agreement by both parties and the payment of the sum due under § 5 of this agreement to the Proprietor. The contract will be voided if the advance has not been paid within 60 (sixty) days after the signature of this contract.

b) All rights granted under this agreement revert to the Proprietor if during the validity of the agreement (i) the Publishers have less than 50 (fifty) copies of any of their physical print editions of the Work in stock. (ii) after 7 (seven) years from the first publication of the Work less than 50 (fifty) copies of any of their physical print editions are sold in any calendar year. For electronic editions, see § 17.

c) Rights of the respective edition revert if it is unobtainable and the Publishers do not within 30 (thirty) days after receipt by them of written notice from the Proprietor indicate that they will reprint and publish the respective edition within 6 (six) months. For electronic editions, see § 17.

d) Upon the occurrence of any of the events set forth in parts b) or c), the rights granted to the Publishers shall automatically revert to the Proprietor, without further notice, to be used and disposed of as the Proprietor shall determine.

e) Should the Publishers be declared bankrupt, or insolvent or enter into a composition with their creditors or suffer the appointment of a receiver, or should they violate or fail to fulfill any of the terms of this agreement and not rectify such violation or act within one month of having received written notice from the Proprietor to do so then all rights granted under this agreement shall revert to the Proprietor who shall be entitled to dispose of the rights set forth in this agreement as the Proprietor may determine. However, the Publishers shall remain obligated to continue to pay the Proprietor its share of whatever income they receive from previous licenses granted to a third party.

f) A violation of any clause in this agreement shall automatically end the contract, which shall be considered null and void, except that the Proprietor may retain the advance paid to it by the Publishers, whose financial obligations which are already executed remain in force.

§ 14 Assignment

Neither this agreement nor the rights and licenses granted to the Publishers can be transferred or assigned by the Publishers. All of the Publishers' obligations and rights are personal and non-assignable.

§ 15 Applicable Law

This agreement is binding and inures to the benefit of the successors and assigns of the Proprietors. This agreement shall be interpreted according to the laws of the German Federal Republic.

§ 16 Execution of Agreement

This contractual offer becomes automatically null and void if the Proprietor is not in receipt of the duly signed contract copies within a period of 6 (six) weeks.

§ 17 Electronic Rights

No electronic rights are granted under this agreement.

Divize Academia Nakladatelství / Publishing House Academia, České republiky

9. 1. 2017

- Date -

Verlag Ferdinand Schöningh GmbH & Co. KG, Paderborn

30. 12. 2016

- i. V. Ingo Rother -

- Christiane Voßhans-Schöningh -

- Date -