

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 1/2, 116 38 Prague 1

represented by: MUDr. Martina Novotná, Faculty Bursar

and with this Agreement carried out by: [REDACTED] department/section: The
Institute for Classical Archaeology, telephone: [REDACTED], e-mail:
[REDACTED]

(hereinafter 'the **Provider**')

and

Association française pour l'étude de l'âge du Fer (AFEAF)

Id. No. SIRET 37755531300016

residing at: 65 Chemin de Mancy, 39000 Lons-le-Saunier (France)

represented by: Philippe Barral, Président de l'AFEAF

telephone: [REDACTED] e-mail [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 provisionally entitled 'Unité et diversité du monde celtique', edited by Gilles Pierrevelcin, Jan Kysela and Stephan Fichtl, 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 itself 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 project PROGRES Q09 'History – Key for the Understanding of the Global World', internal cost centre 206 009 11. Acknowledgement of this fact shall be made by the Purchaser in the publication using the following formulation: "This work was supported by the Research Framework of Charles University PROGRES Q09: "History – Key for the

Understanding of the Global World”, implemented at Charles University, Faculty of Arts.’

- 1.3. The Purchaser shall also undertake to include in the final publication the following copyright acknowledgement: ‘© Charles University, Faculty of Arts, 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 him-/herself and other authors contributing to the publication stipulated hereabove are in full legal order and that he/she is therefore fully authorized to publish 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 40 EUR (that is, forty Euro), excluding 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 30 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 3,000 EUR (that is, three thousand Euro), excluding VAT, to cover the cost incurred by prepress and editorial preparation of the Work.
- 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 30 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. Upon the execution hereof, the Purchaser is in possession of complete and duly performed Work.
- 3.2. The length of the Work is approximately 860 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 form, the task of editing is assumed to have been entrusted by the Provider to Jan Kysela.
- 3.4. The Purchaser undertakes to publish the Work in printed form only, in a print run of between 600 and 1200 copies, in the English and French language, and by 31st 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 200 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 30 days of the publication of the Work a total of 25 complementary copies as follows: 3 copies to the Charles University, Faculty of Arts' Library via its Centre for Scientific Information; 2 copies to the Grant Office of the Charles University, Faculty of Arts' Dean's Office; and 20 copies for the author(s) of the Work.
- 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 20 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 10 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 on24. 09. 2020

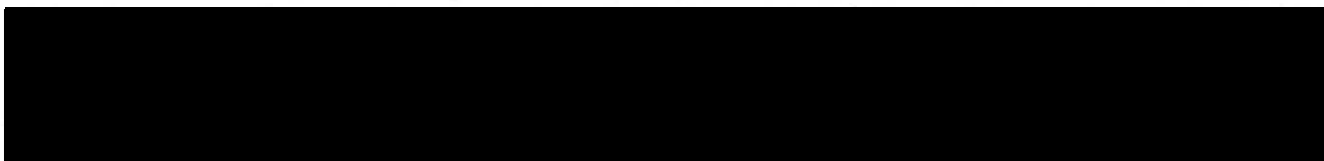
Signed in Besancon on17/09/2020

the **Provider**

the **Purchaser**

Addendum no. 1

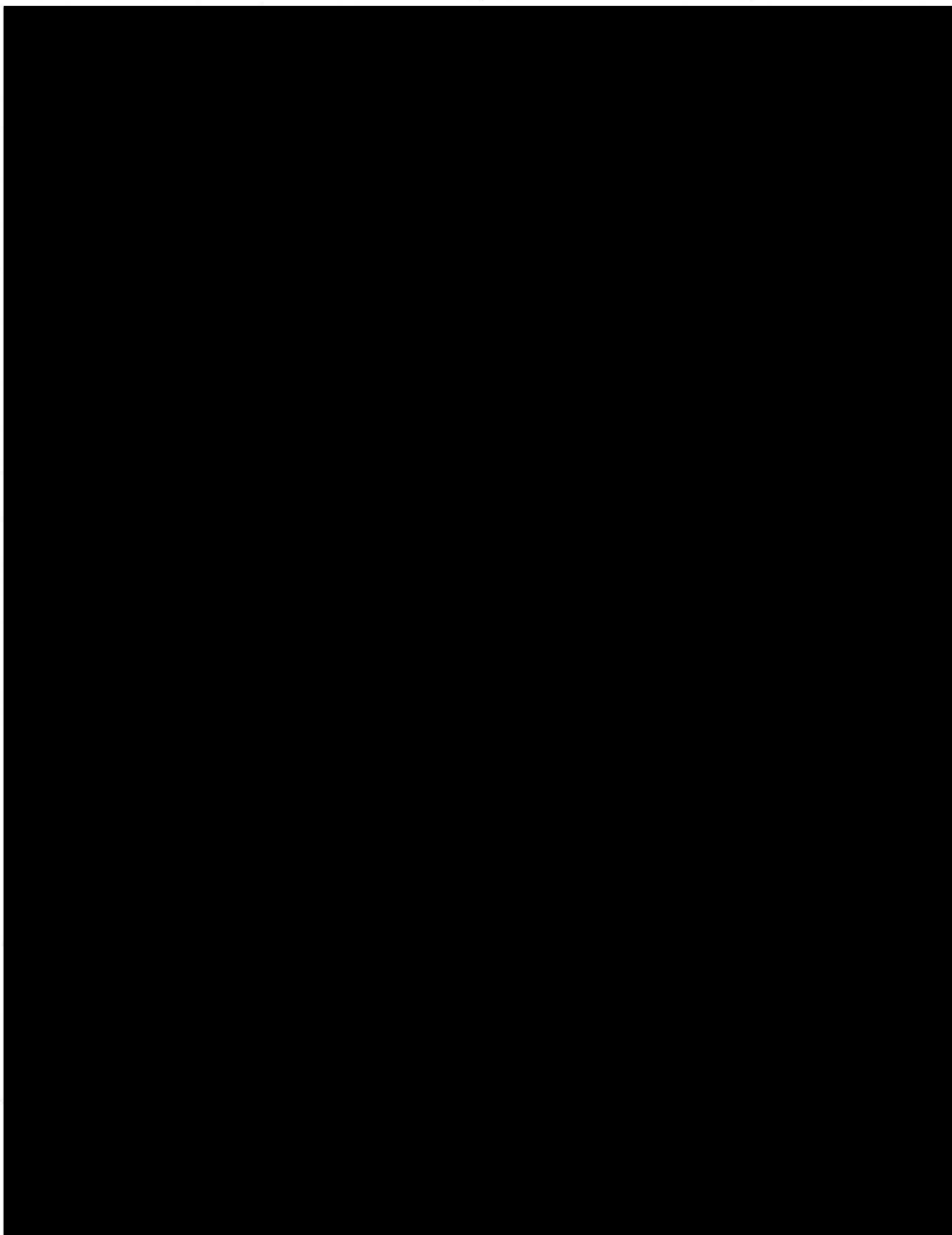
List of works, or parts thereof, which are included in the publication provisionally entitled 'Unité et diversité du monde celtique', which constitute works for hire, and which the Provider grants the Purchaser the licence to reproduce and distribute in accordance with the provisions contained above in the present Agreement.

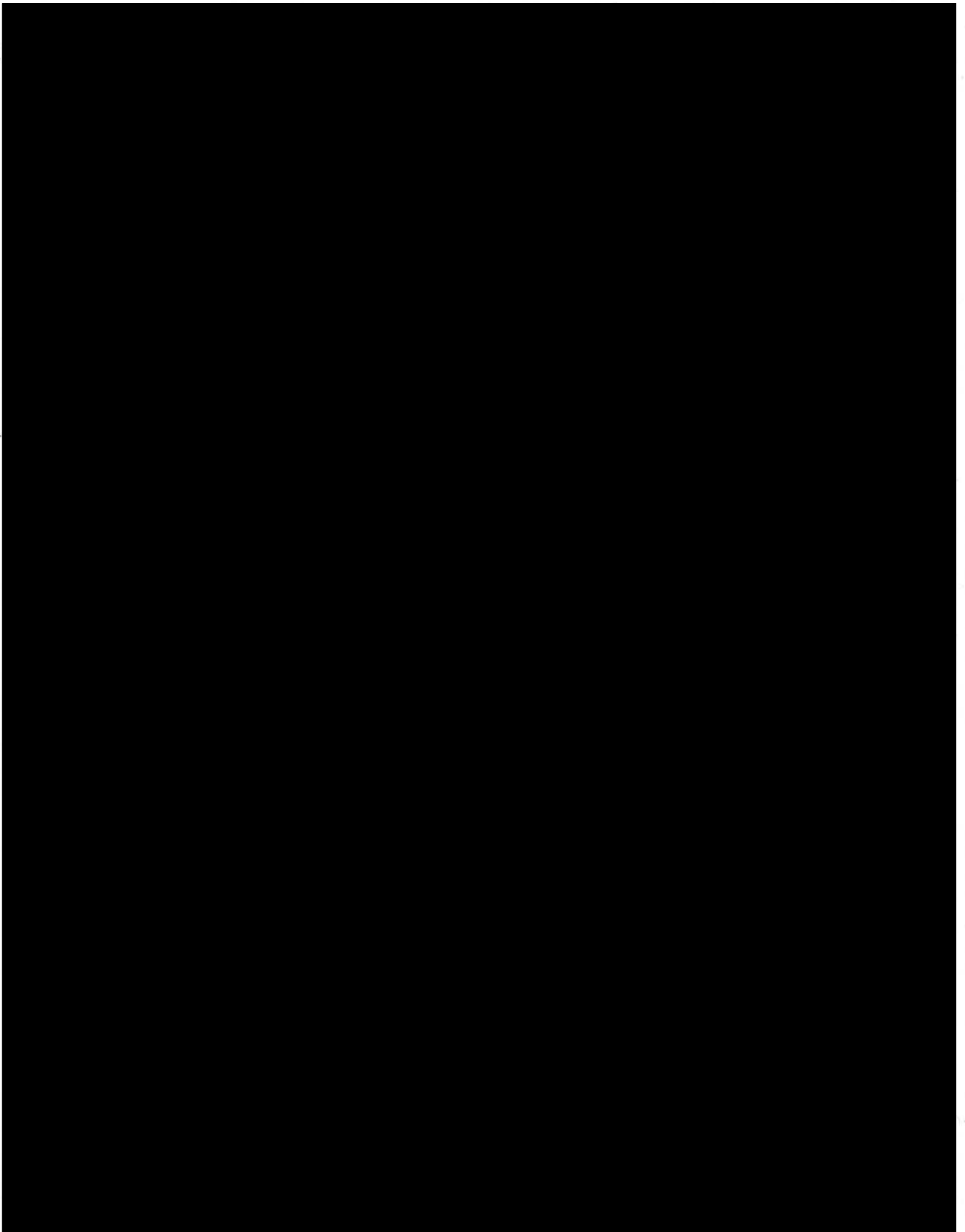


The licence includes editorial participation in the publication on the part of Jan Kysela.

Addendum no. 2

List of works, or parts thereof, which are included in the publication provisionally entitled 'Unité et diversité du monde celtique', which do not constitute works for hire, and for the reproduction and distribution of which licence is to be secured by the Purchaser:





The licence to be secured includes editorial participation in the publication on the part of Gilles Pierrevelcin and Stephan Fichtl.