



SUBSIDY AGREEMENT

The

GOETHE-INSTITUT e.V.,

Oskar-von-Miller-Ring 18, 80333 Munich, Germany

represented by the Executive Board,

represented in turn by the Head of the Literature and Translation Grants Department

called the "Goethe-Institut" in the following

and

FILOSOFICKÝ ÚSTAV AKADEMIE VED ČESKÉ REPUBLIKY, V. V. I. / NAKLADATELSTVÍ FILOSOFIA,

Jilská 1, 110 00 Prague 1, Czech Republic

represented by Ondrej Ševecek

called the "Publishing House" in the following

herewith conclude the following agreement:

§ 1

- 1) The Publishing House intends to publish the work entitled **Selected essays** by **Ernst Bloch** in the **Czech language**.

The object of this agreement is the subsidising of the translation of the work from German into Czech language by the Goethe-Institut.

- 2) The print run is at least 500 copies.
- 3) The Publishing House herewith gives its irrevocable assurance that it possesses all the rights necessary for the translation and holds the Goethe-Institut free here and now from all claims of third parties in this respect.

§ 2

- 1) The Goethe-Institut undertakes, within the scope of its Translation Grant Programme, to reimburse the Publishing House, after the publication of the work named in Art. 1 Para. 1, a part of the translation fee paid by the Publishing House to the translator.

- a) The level of the subsidy is

up to € 2500.-- (in words: two thousand five hundred Euros).

- b) The Publishing House shall be responsible for any taxation of the subsidy and for possibly required payment of social insurance contributions as well as any possible transfer fees.

The payment of the subsidy is subject to the fulfilment of the following conditions:

- a) The **logo of the Goethe-Institut** (to be downloaded through www.goethe.de/translationgrants) is printed in the work published by the Publishing House and the subsidy by the Goethe-Institut is mentioned as follows in the work:

"The translation of this work was supported by a grant from the Goethe-Institut."

- b) Presentation by the Publishing House or the translator of the original confirmation of receipt by the translator showing the fee received from the Publishing House;
- c) The Goethe-Institut Head Office, Oskar-von-Miller-Ring 18, 80333 Munich, Germany, receives two specimen copies of the work published by the Publishing House;
- d) The local Goethe-Institut in Prague receives two specimen copies of the work published by the Publishing House.

§ 3

- 1) The promise of the payment of a subsidy is valid until **February 28, 2024**.
- 2) If the work has not been published by the date given in Paragraph 3.1, the Publishing House may apply for an extension of 12 months. At the end of the extension period, the promise of the payment of a subsidy will expire and this agreement will become invalid.

§ 4

- 1) The Publishing House grants the Goethe-Institut the simple right, without any restriction in time or territory, for non-commercial **use of extracts of the translation**, in particular for purposes of book reviews and public relations work, as follows:
 - a) Reproduction and dissemination of extracts in printed form;
 - b) Electronic/digital storage of extracts and making extracts publicly available by means of digital or other storage and/or data transfer technologies, with or without interim storage in such a way that users have access from a place individually chosen by them and at a time individually chosen by them to the item which is the object of the agreement and can download, reproduce, use interactively and/or forward these to third parties by PC, E-book, mobile phone or other devices with wires or wirelessly, for example via the internet, UMTS, cable, satellite or other transmission routes (also push-, pull-services like podcasting) including social media networks like Facebook for example (online-right);
 - c) Public lecture by third parties.

The extracts used pursuant to lit. a) and b) have a length that does not exceed two standard pages of the original German text, whereby one standard page comprises 1800 characters including blanks.

- 2) The Publishing House grants the Goethe-Institut the simple right, without any restriction of time and territory, for non-commercial **use of the cover** of the Czech language edition, in particular for purposes of book reviews and public relations work, as follows:
 - a) Reproduction and dissemination in printed form;
 - b) Electronic/digital storage and making publicly available by means of digital or other storage and/or data transfer technologies, with or without interim storage in such a way that users have access from a place individually chosen by them and at a time individually chosen by them and can download, reproduce, use interactively and/or forward the book cover to third parties by PC, E-book, tablet, mobile phone or other devices with wires or wirelessly, for example via the internet, UMTS, cable, satellite or other transmission routes (also push-, pull-servicers like podcasting) including social media networks like Facebook for example (online-right).
- 3) If the Publishing House issues an **E-Book edition** of the work, the Publishing House undertakes to provide the Goethe-Institut with the work in EPUB format upon request. The Publishing House grants the Goethe-Institut the simple right, without any restriction in time or territory, for non-commercial utilization of the translation in this format for electronic/digital storage and for making publicly available by means of digital or other storage and/or data transfer technologies, with or without interim storage, in such a way that users have access to the format from a place individually chosen by them and at a time individually chosen by them, and can borrow this as an E-Book by way of the eLibrary ("Onleihe") provided by the Goethe-Institut itself and/or by means of technical service providers. The **loan of the E-Book in the eLibrary ("Onleihe")** is thereby subject to the following restrictions:
 - a) The translation is provided by the Goethe-Institut itself and/or by means of technical service providers with DRM copy protection such as DRM Adobe or DRM CARE which makes it impossible for the user of the eLibrary ("Onleihe") to pass the E-Book on to third parties.
 - b) The simultaneous use of the translation within the eLibrary ("Onleihe") of the Goethe-Institut is limited to two users.
 - c) As a rule, the loan period within the eLibrary ("Onleihe") amounts to two weeks for E-Books. After expiration of this period, the E-Book can no longer be used.
 - d) Only users who are registered on both MeinGoethe.de and with the eLibrary ("Onleihe") of the Goethe-Institut can take advantage of the loan.
- 4) The Publishing House shall contractually ensure, especially with the original publishing house and the translator as well as the designer of the book cover, that it is entitled to grant the above rights of use to the Goethe-Institut and, as a precaution, holds the Goethe-Institut free from all claims of third parties in this respect.

§ 5

The Publishing House undertakes to inform the Goethe-Institut after the end of the first and the third year, from the date of publication, of the total sales of the subsidised work.

§ 6

The Publishing House undertakes to forward to the Goethe-Institut copies of the reviews of the work which have appeared in newspapers, journals and/or digital media.

§ 7

The Publishing House grants the Goethe-Institut an option to the purchase of copies of all editions of the work with a discount of 40% on the net shop price. Furthermore, the Publishing House undertakes to inform the Goethe-Institut at least three months beforehand if the remaining print run of the work is to be sold at a loss or pulped.

§ 8

This agreement regulates the relationship between the parties in full. Amendments and additions to this agreement must be in writing and must be signed by both parties. This also applies for the cancellation of the written form requirement.

If any provision of this agreement is ineffective or invalid, this shall not affect the validity of the agreement as a whole. Instead, the invalid provision must be replaced by one which is legally permissible and which comes as close as possible to the invalid provision in terms of content and commercial effect.

This agreement is governed by German law. The legal venue is Munich, provided this is permitted under the law.

This agreement does not form the basis of the publishing contract as defined in the Publishing House Act.

Munich, February 15, 2021

Prague 1, *APRIL 6, 2021*

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Claudia
Head of the Literature and
Translation Grants Department

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