

# Publishing Agreement

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between

University of Ostrava, Faculty of Arts, Dvořákova 7, 701 03 Ostrava, Czech Republic,  
 Authorized person: doc. Mgr. Robert Antonín, Ph.D., the Dean of the Faculty of Arts, University of Ostrava

hereinafter referred to as „FA OU”

and

Peter Lang – International Academic Publishers,  
 Gontardstraße 11, 10178 Berlin, Germany

hereinafter referred to as the “publisher”

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## § 1 Subject of the contract

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The subject of this contract is the work written by the author Marek Otisk, Ph.D. (hereinafter referred to as the "author") under the working title

*Theoretical and Practical Arithmetic in the Thought of Gerbert of Aurillac*

The work shall be published in the series:

*Philosophy and Cultural Studies Revisited / Historisch-genetische Studien zur Philosophie und Kulturgeschichte*

Probable size of the printed version: **198** print pages / 520 000 characters (incl. spaces)

Format: 14,8 x 21,0 cm

Cover: Hardcover/Pappe/Papierbezug/Matte Laminat.

Binding: perfect binding

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## § 2 Rights to the work

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1. By signing this contract, the FA OU (The FA OU as an employer exercises the author's economic rights to the work in its own name and on its own account according to the section 58 of the Czech Act No. 121/2000 of Coll., on Copyright, Rights Related to the Copyright and on the Amendment of Certain Laws, as amended.) grants and assigns exclusively to the publisher for the duration of the statutory copyright protection period and any extensions thereof any and all exclusive rights of unlimited use and utilisation of his work in perpetuity throughout the universe in all media now known or hereafter devised. The scope of this assignment of rights includes the use of the utilisation rights both within the publishing company itself and the assignment of rights (in part or in whole) to third parties against payment or free of charge, and extends to all editions and issues, and to **the English language edition only**, and in particular:

### 1.1. Printing and publishing rights

- a. the right to duplicate and distribute the work in hard cover, paperback, reprint, textbook, book club or other book formats, and the right to include the work or parts thereof in archives and collections of any nature;
- b. the right to duplicate and distribute the work in other special editions;
- c. the right to advance print or reprint part or all of the work including serialised print in proprietary or third-party periodical (e.g. newspapers, journals) and non-periodical media, even free of charge (e.g. for promotional purposes), and in collections of works by various authors, and to include the work (in part or whole) in anthologies;
- d. the right to otherwise duplicate and distribute the work, in part or whole, especially using digital, photo-mechanical or similar processes (e.g. (digital) photocopies, braille);
- e. the right to otherwise (including electronically/digitally) edit and change the layout of the work in all parts, including abbreviations, separations, additions and links to interactive elements, and to further develop the work for the purpose of utilisation within the scope of use defined in this agreement. Changes to the character of the work shall be subject to approval by the FA OU.

### 1.2. Electronic rights

- a. the right to duplicate and distribute versions of the work, in part or whole, that have been produced with the aid of digital storage and reproduction media, irrespective of the technology, and including any and all digital or interactive systems (e.g. CD-ROM and other forms of electronic publishing that use data media);
- b. the right to upload and store the work, in part or whole, in electronic databases, electronic data networks, telephone services, etc. in line with the scope of use as defined in this agreement, and to make it publicly available for reproduction or printout via digital or other storage and transfer technology to a large number of users on demand, e.g. push and pull technology, and/or to broadcast the work, e.g. for reception on a television, computer, mobile phone and/or other mobile appliances (including e-readers, etc.), using any and all transmission technologies (cable, wireless, microwave, satellite) and protocols (GSM, UMTS, etc.), including all e-book formats. Also included is the right to enable users to interactively utilise the work, in part or whole (possibly in connection with other works), within the scope of use defined in this agreement.

### 1.3. Other rights

- a. the right to use the work, for a fee or free of charge and within the scope of use defined in this agreement, for purposes of promoting (including on the internet) the publisher and/or third parties, including their products, and the right to upload the work in proprietary or third-party (e.g. Amazon or Google) databases and to make it available, in part or whole, in the public domain;
- b. the rights to types of utilisation that are yet unknown at the time of signing this agreement;
- c. any and all other rights exercised by copyright associations (e.g. VG Wort) pursuant to their articles of association, contract of assignment and distribution plan to the extent that a transfer of these rights is legally permissible and compliant with the appropriate provisions. Moreover, the author shall assign his legal claims to remuneration pursuant to Sections 44a et seqq German Copyright Law (UrhG) to the publisher if and to the extent that the publisher asserts such claims through a copyright association that represents the rights of both publishers and authors (Section 63a sentence 2 UrhG). The publisher hereby accepts the assignments. The aforementioned is without prejudice to the author's own rights to remuneration from VG Wort pursuant to the articles of association, contract of assignment and distribution plan.
2. The publisher may transfer the rights assigned under this agreement either in part or in whole to third parties without the prior consent of the FA OU. The publisher is at liberty to decide whether or not to grant licences (and to determine the type and scope, terms and conditions, etc., of the same) to third parties, including affiliates of the publisher.
3. The publisher's right to assign utilisation rights to third parties shall lapse upon expiry of this contract. The aforementioned is without prejudice to the validity of existing licensing agreements.
4. The publisher undertakes to duplicate and distribute one edition of the work but is under no obligation to exercise any of the other rights assigned under this agreement.
5. In the event that the publisher does not exercise certain rights, the FA OU is entitled to revoke these rights even in part after a period of five years.

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### § 3 Warranty

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1. The FA OU warrants that the copyrights of third parties are not infringed by his work nor by any third-party images or copy supplied by the FA OU, that he is solely entitled to utilise the rights that form the subject of this agreement, without restriction and without affecting any third party rights, and that he has not and will not utilise the rights in any form that would constitute a breach of this agreement.
2. The FA OU undertakes to notify the publisher in writing of any content in the work that may potentially infringe the personal or other rights of any third parties.
3. In respect of §§ 3.1 and 3.2, the FA OU shall exempt the publisher in full from any and all claims asserted by third parties, including any and all costs of legal defence and/or legal action. This shall apply equally if and to the extent that the FA OU shall be liable for any defects in the work.

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### § 4 Data and manuscript

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1. The FA OU shall provide the publisher with the data of the work as agreed (cf. §6). The following submission date is agreed:  
**31.10.2021**
2. If necessary, submission may be postponed up to two times with the consent of the publisher. The release date must be rescheduled in the event of failure to adhere to the original submission date.
3. Manuscripts may be submitted
  - by uploading them to the Peter Lang website following registration in the author's account, or
  - on data medium (CD, DVD, USB flash drive)
 Files must be submitted in PDF format, together with a Word document. Submitting any other data formats may necessitate additional processing of the data by the publisher, which may incur delays and additional costs. The use of LaTeX, InDesign, etc., must be agreed upon with the publisher.
4. The FA OU shall retain a digital back-up copy of the manuscript. Given the existence of such a back-up copy, any claims for compensation in the event of manuscript loss shall be excluded.
5. Unless otherwise agreed, the manuscript (including all other print templates) shall become the property of the publisher upon submission.

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### § 5 Publication subsidy / Royalties / Additional quota

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1. The work shall be produced for the account of the publisher. The publisher shall submit an offer outlining the terms and conditions of publication to the FA OU. The offer dated **04.05.2021** and any amendments or additions agreed in writing between the FA OU and the publisher shall form an integral part of this agreement.  
The publication subsidy shall be subject to change if the work's number of pages when submitted for printing differ by more than 40 pages from the assumed number of pages pursuant to the offer or if the publication contains more or fewer colour pages than assumed in the offer.
2. The publication subsidy shall be invoiced and is payable as follows: 100% after the book has been published.
3. Refunding publication subsidies /Royalties  
The FA OU shall pay to the publisher a non-refundable publication subsidy in accordance with the publisher's publication offer.
4. Subject to provision of the proof of sales tax liability by the FA OU, the publisher shall pay sales tax at the legally valid rate, in addition to the royalties.
5. Once the initial print run that is designated for sale as defined in § 7.1 has sold out, the FA OU shall receive a share of the proceeds from each copy of any reprints or future editions that are sold, paid for and not returned. This share shall be calculated on the basis of the net proceeds to the publisher (= income earned by the publisher directly from the sale of the work after deduction of sales tax) and shall amount to 10% of such net proceeds to the publisher from the 151<sup>st</sup> copy onwards of all copies of the work that are sold, paid for and not returned.
6. The FA OU shall receive a share of the proceeds from the sale of digital versions of the work (in part or whole) amounting to 5% of the net proceeds to the publisher (= income earned by the publisher directly from the sale of digital versions of the work after deduction of sales tax).

7. Any royalties accruing for utilisation of the assigned rights other than by the publisher (excerpts published in other books or journals, licenses, broadcasting rights, etc.) shall be divided equally between the FA OU and the publisher.
8. The publisher shall pay royalties on an annual basis, starting one year after publication of the work. The publisher undertakes to effect payment within two months from the billing date. Royalties shall be paid by bank transfer or by crossed cheque in the absence of a German bank account. Payment shall, however, only be effected if the due amount is more than 10 €. Lesser amounts shall be carried forward.
9. Payment of a publication subsidy shall not constitute any right of title to the printed edition.
10. The FA OU shall not be required to pay any further publication subsidies for additional print copies or reprints.
11. Of the printed copies, the FA OU and author undertakes to purchase --- copies at the price indicated in the offer plus postage and packing (incl. VAT). The total amount shall become payable once the work has been delivered and the appropriate invoice issued. The FA OU and author shall not be entitled to receive any royalties on this additional quota.

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#### § 6 Production

1. The FA OU shall upload the files with the final, orthographically correct content to the author's account on the publisher's website or provide the data on a data medium (cf. § 4.3); the publisher shall assume responsibility for layout. Any subsequent corrections by authors shall, as a rule, incur delays and additional costs.
2. The publisher undertakes to submit the cover, the preliminaries and the content by e-mail to the author for approval. Unless otherwise agreed, the author shall indicate any corrections within five working days from receipt, and shall confirm that the work is "ready for printing". In doing so, any deviations from the submitted files shall be deemed to be approved. Data shall be deemed to be "ready for printing" if the author fails to submit any comments on them within the aforementioned period following receipt.
3. The parties agree that approval shall be performed in one step.

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#### § 7 Number of copies

1. The publisher undertakes to print a total of **150** copies for sale. Once these copies for sale have been sold, the publisher shall be entitled to commission subsequent print runs to ensure the continued availability of the work.
2. The publisher is entitled to issue review and specimen copies, and copies for promotional purposes, without furnishing individual proof of the same to the FA OU.
3. The FA OU shall be entitled to 5 copies of any revised edition free of charge.
4. Subject to commercial feasibility, the FA OU and publisher may agree to publish a revised, corrected, enhanced or expanded subsequent edition once the copies for sale have been sold out.

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#### § 8 Free copies

1. The author shall be entitled to **10 free copies** of the printed work and the FA OU shall be entitled to **4 free copies** of the printed work. The author may purchase from the publisher further print copies of his publication and any other books in print version published by the publisher at a discount of 30% on the retail price. The publisher expressly reserves the right to limit the number of such purchases.
2. The author and FA OU undertakes not to sell his free copies nor to provide them free of charge to institutions unless expressly obligated to do so in return for services received (e.g. use of archives, etc.). Nor may the author resell any other titles acquired from the publisher. In the event of non-compliance with this provision, he shall be liable for the damage suffered by the publisher.

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#### § 9 Marketing and promotion

1. The FA OU is aware that marketing and promotion are executed by Peter Lang Group AG, Berne, Switzerland.
2. The publisher determines and schedules the necessary promotional measures. The publisher shall ensure global promotion and registration in the key bibliographic databases and other databases, and shall attempt to secure discussions in the trade media.
3. The FA OU shall support the promotional efforts of the publisher by providing a synopsis for promotional purposes, a brief description of the content and an abbreviated academic curriculum vitae of the author in open file format (and in PDF format if using non-Latin script). The publisher shall furnish the FA OU with additional information in this respect once the publishing agreement has been finalised.

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#### § 10 Distribution

1. The publisher shall use its best judgement to determine the retail price and the sales channels to be used. The FA OU is aware that distribution is performed by Peter Lang Group AG, Berne, Switzerland. The publisher reserves the right to amend retail prices.
2. For projects published in editor supervised series, the series editor is entitled to obtain information about sales and turnover of the publication.

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#### § 11 Special and bargain sales

If, according to the publisher's best judgement, no further sales of any mentionable quantities of the current print run are likely (generally after five years), he shall be entitled to lower the retail price in an attempt to sell off the remaining copies.

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#### § 12 Final provisions

1. Any additions or amendments to this agreement shall only be valid if confirmed in writing. This clause shall apply equally to any waiver of the written form.

2. The “Terms and conditions of publication of Peter Lang GmbH” that accompanied the offer form an integral part of this agreement.
3. No subsidiary agreement has been made.
4. In the event that individual provisions of this agreement shall be or become ineffective, this shall not affect the validity of the remaining clauses. The parties shall replace the invalid provision with an effective clause that most closely resembles the actual, commercial and legal purpose of the invalid provision. The same procedure shall apply in the event that the agreement shall prove to contain omissions.
5. The parties agree that the registered office of the publisher (Berlin) shall be the place of performance and – to the extent legally permitted – the court of jurisdiction for any and all disputes arising from or in connection with this agreement.
6. This contract is subject to the laws of the Federal Republic of Germany.
7. The author shall ensure that he can be reached by the publisher at any time. He warrants, in particular, that the publisher is in possession of his correct address. The author expressly releases the publisher from any obligation to research his current address at VG Wort.

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Place, Date

FA OU (or Signature of the Dean of FA OU)

11.05.2021 | 04:35 PDT

DocuSigned by:  
*Lukasz Galecki*  
A164E24CBA164EC...

Berlin,

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Publisher’s Signature



INTERNATIONAL ACADEMIC PUBLISHERS

Peter Lang GmbH, PO BOX 94 02 25, 60460 Frankfurt/Main, Germany

Frankfurt–Bern–Bruxelles–New York–Oxford–Wien–Warsaw

**Publication Offer**

Project: **Marek Otisk: Theoretical and Practical Arithmetic in the Thought of Gerbert of Aurillac**  
 in the series: Philosophy and Cultural Studies Revisited / Historisch genetische Studien zur Philosophie  
 Manuscript approx.: 520 000 No. of characters including footnotes and blank spaces

This offer comprises editorial planning, administrative and consulting services as well as layout, formatting and the compilation of XML data by the publisher.

**Print Edition:**

Format:	14,8x21 cm	Binding:	Hardcover
Coating:	matte laminate	Spine:	rounded
Paper:	80g/m2 cream (antique finish)	Print interior:	monochr. (b&w)
Number of book pages:	198 pp.	4-color-pp.	0

**eBook-Formats:** PDF / EPUB / MOBI

**Retail price of the print edition:** ca. 49,95 EUR

Publication time: approx. 3 months after publisher's manuscript approval

Submission of correct data in terms of both content, style and orthography in an open format document, e.g. Microsoft WORD, and PDF is prerequisite.

**Edition:**

Copies for sale:	150
Author copies	10
Free copies for the funding university	4

**Subsidy:**

1) without royalties for the first sales edition net:	1.999,00 EUR
VAT 19%	379,81 EUR
	<b>2.378,81 EUR</b>

**Subsidy without royalties, incl. VAT**

The author has the option to order additional author's copies before going to press at the price of

16,01 EUR per copy (incl. VAT).

Additional provisions:

10 free copies for the author, 4 free copies for the funding university, typesetting and formatting of the entire manuscript, index of names/subjects.

Lukas Gafecki, Senior Acquisitions Editor

Frankfurt, May 04, 2021

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## Certifikát dokončení

ID obálky: B83705384AB04BD1BF410B7C76C9DD76

Stav: Doručeno

Předmět: Publishing Agreement, Publisher Peter Lang

Obálka zdroje:

Stránky dokumentu: 5

Podpisy: 1

Původce obálky:

Stránky certifikátu: 5

Iniciály: 0

Lukasz Galecki

AutoNav: Povoleno

Hirschengraben 2

Razítkování ID obálky: Povoleno

P.O. Box 2276

Časové pásmo: (UTC-08:00) Pacific Time (US &amp; Canada)

Bern, Bern 3001

l.galecki@peterlang.com

Adresa IP: 83.9.162.97

## Sledování záznamu

Stav: Originál

Majitel: Lukasz Galecki

Lokace: DocuSign

11.05.2021 4:32:53

l.galecki@peterlang.com

## Údlosti podepisující osoby

## Podpis

## Časová známka

Lukasz Galecki

DocuSigned by:  
  
 A164E24CBA164EC...

Odesláno: 11.05.2021 4:35:26

l.galecki@peterlang.com

Zobrazeno: 11.05.2021 4:35:37

Commissioning Editor

Podepsáno: 11.05.2021 4:35:44

Peter Lang AG

Úroveň zabezpečení: E-mail, Ověření účtu (žádné)

Přijetí podpisu: Předem vybraný styl

Pomocí adresy IP: 83.9.162.97

## Informace o elektronickém záznamu a podpisu:

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Robert Antonin

Odesláno: 11.05.2021 4:35:26

robert.antonin@osu.cz

Zobrazeno: 11.05.2021 4:36:28

Úroveň zabezpečení: E-mail, Ověření účtu (žádné)

## Informace o elektronickém záznamu a podpisu:

Přijato: 11.05.2021 4:36:28

ID: a82024da-1e47-48e0-8aa7-fb3e084cb071

Údlosti podepisující osoby s osobní  
účastí

## Podpis

## Časová známka

Údlosti doručení editora

Stav

Časová známka

Údlosti doručení agenta

Stav

Časová známka

Údlosti doručení zprostředkovatele

Stav

Časová známka

Údlosti certifikovaného doručení

Stav

Časová známka

Údlosti kopie

Stav

Časová známka

Údlosti svědka

Podpis

Časová známka

Údlosti notáře

Podpis

Časová známka

Údlosti souhrnu obálky

Stav

Časové známky

<b>Události souhrnu obálky</b>	<b>Stav</b>	<b>Časové známky</b>
Obálka odeslána	S algoritmem hash/šifrováno	11.05.2021 4:35:26
Certifikováno a doručeno	Zabezpečení zkontrolováno	11.05.2021 4:36:28

<b>Platební události</b>	<b>Stav</b>	<b>Časové známky</b>
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**Informace o elektronickém záznamu a podpisu**

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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