

For Polity use only: P17265

**polity**

## Translation Rights Agreement made this 7<sup>th</sup> day of January 2022

### PARTIES

- (1) Polity Press Ltd. whose registered office is 65 Bridge Street, Cambridge, CB2 1UR, UK ("the Proprietor")
- (2) Divize Academia Nakladatelství whose registered office is Národní 3, 110 00 Praha 1, Czech Republic ("the Publisher")

whereby it is agreed as follows concerning a work at present entitled:

LIQUID LOVE (1<sup>st</sup> Edition)  
By ZYGMUNT BAUMAN  
ISBN: 9780745624884 (HB)

(hereinafter called "the Work")

which is published in English by the Proprietor and which the Publisher intends to issue in the CZECH language.

### 1. RIGHTS GRANTED

- 1.1 In consideration of the payments hereinafter mentioned, the Proprietor grants to the Publisher the exclusive licence to publish the Work in volume form and to license others the rights as set out in this Agreement in the CZECH language subject to the following terms and conditions and in the following territories: **THROUGHOUT THE WORLD**. This Agreement does not grant any rights with respect to prior or subsequent editions of the Work. All electronic rights are reserved to the Proprietor and this Agreement does not grant such rights to the Publisher.
- 1.2 The licence herein granted shall endure for a period of 7 (SEVEN) years from the date of this Agreement. Except for cases of early termination, the Agreement shall expire on 7<sup>th</sup> January 2029 unless renewed or extended by agreement in writing between the parties.
- 1.3 The Proprietor guarantees that it is for the purpose of this Agreement the sole Proprietor of CZECH language translation rights in the Work mentioned above and it has the right to receive the royalties and other payments herein named.

### 2. THE PUBLISHER'S RESPONSIBILITIES

- 2.1 The Publisher shall produce the Work in the CZECH language ("the Translation") at its own expense and undertakes that the Translation shall be of the complete Work, including the title of the Work, without any alteration, abridgement, expansion, addition or omission, unless such changes are authorized in writing by the Proprietor. The Translation shall be faithfully and accurately made from the English edition of the Work by a qualified and competent translator in the CZECH language in a style appropriate to the Work. The Publisher shall ensure that Translation is of the highest possible quality. The Publisher shall ensure that if required by the Proprietor the translator shall collaborate with the author of the Work in order to clarify any questions of meaning or stylistic intention in relation to the Work.
- 2.2 If requested by the Proprietor the Publisher agrees to include any new manuscript and/or illustration supplied during the preparation of the Translation, provided that the ownership of the copyright in any new manuscript and/or illustrations shall remain that of the Proprietor or its Licensors.

- 2.3 The Proprietor reserves the right to request the Publisher to submit the name and qualifications of the translator and also the manuscript of the Translation for the Proprietor's written approval before the commencement of production or printing of the Translation.
- 2.4 The Publisher shall publish the Translation at its own expense unless prevented by circumstances outside its control, or unless otherwise mutually agreed by the parties hereto within 24 (TWENTY-FOUR) months of the date of this Agreement. If the Publisher fails to publish within the time stipulated or as otherwise agreed by the Proprietor in writing all rights conveyed in this Agreement may revert to the Proprietor (with effect upon receipt of written notice) and be forfeited, without prejudice to any claim which the Proprietor may have for damages or otherwise.
- 2.5 The Publisher confirms and agrees that it will not sub-license, out-source or otherwise seek to enter into an agreement with any third party to fulfil the terms of this Agreement nor shall the Translation appear under any imprint other than that of the Publisher without first consulting and obtaining the prior written consent of the Proprietor.
- 2.6 The Publisher shall maintain proper and accurate records of all sales, invoices and transactions in order for the royalties outlined in clause 7 to be verified accurately.
- 2.7 The Publisher agrees to seek guidance in good faith and in a timely manner from the Proprietor in any circumstances where it is unsure as how best to perform any obligations under the terms of this Agreement.
- 2.8 Due care will be taken of all material supplied to the Publisher by the Proprietor and if requested the Publisher will return/ destroy such materials following completion of the Translation.

### 3. PERMISSIONS

The Publisher shall be responsible for obtaining, if necessary, permission for the use in the Translation of any third party material from the Work the copyright in which is not owned or licensed to the Proprietor for this purpose. The Proprietor may notify the Publisher in writing of any such material, but the Publisher shall be treated as knowing that such material does not belong to the Proprietor where the Work contains acknowledgements or other indications of third party ownership. The Publisher shall also be responsible for paying any fees for such permissions and for making the appropriate acknowledgement in the Translation. The Proprietor reserves the right not to supply the Publisher with plates or film of all (or any) of the illustrations in the Work until the Proprietor has received written confirmation from the Publisher that such permission has been obtained.

### 4. COPYRIGHT AND ACKNOWLEDGEMENT

- 4.1 The Publisher shall print in each copy of the Translation in the CZECH language the words 'translated from' followed by the name(s) of the author(s) and/or the editor(s), the edition number and title of the Work in English, and shall reproduce the copyright notice and any assertion of moral rights in exactly the same form, including the date and title of the original publication, as the Proprietor's edition of the Work and shall print the following acknowledgement:

This edition is published by arrangement with Polity Press Ltd., Cambridge

on the back of the half-title or title page of every copy of the Translation issued in the CZECH language.

- 4.2 The Publisher undertakes to register the Work and/or the Translation under any relevant national copyright law at its own expense and shall protect such copyright and prosecute at its own expense any person who infringes the copyright in the Translation.
- 4.3 The Publisher shall not by any act or omission impair or prejudice the copyright, trade marks, trade names, goodwill or any other intellectual or industrial property rights which may subsist in the Work and/or in the Translation or violate any moral rights of the author(s) of the Work (as provided in Chapter IV of the UK Copyright, Designs and Patents Act 1988 (as amended)).

## 5. PRODUCTION

The Publisher undertakes that the quality of CZECH edition shall be of an equal standard to the English edition including the printing, jackets (if cloth bound), covers, reproductions of illustrations in black and white and/or in colour and typesetting. The Publishers shall not print advertisements of any kind on the jacket/cover without the Proprietor's written approval.

## 6. ADVANCE PAYMENT

6.1 The Publisher shall return the fully signed Agreement to the Proprietor not more than 90 (ninety) days following the date of this Agreement. Failure to return the agreement within this time may result in the reversion of rights herein granted.

6.2 The Publisher shall pay to the Proprietor the sum of **£800 GBP (EIGHT HUNDRED POUNDS STERLING)**, not more than 60 days from the date of this Agreement, which shall be in advance and on account of all sums which may become due to the Proprietor under this Agreement. Receipt of this sum by the Proprietor shall be a condition of this Agreement coming into effect. The payment is not recoverable in the event of termination of this Agreement howsoever arising or any default by the Publisher in carrying out the Terms of this Agreement.

## 7. ROYALTIES

7.1 The Publisher shall pay to the Proprietor the following royalties on the published or list price excluding Value Added Tax ("the Price") of all copies of the Translation sold or otherwise supplied or distributed. No royalty shall be paid on copies of the Translation presented to the Proprietor, presented in the interests of the sale of the Translation, lost through theft or damage or destroyed by fire, water in transit or otherwise. During the period of this Agreement the Publisher will pay to the Proprietor a royalty of whichever is the higher of:

- (i) ~~The sum of 50p (fifty pence sterling) per copy of the Translation sold or otherwise supplied or distributed by the Publisher; or~~
- (ii) The following percentages of the Price of each copy of the Translation sold or otherwise supplied or distributed by the Publisher:

Hardback/Paperback edition:

■ for the sale or supply of all copies.

7.2 The Publisher shall despatch to the Proprietor no later than 31<sup>st</sup> March of each year a statement in the English language of the number of copies sold or otherwise supplied / distributed of the Translation during each twelve months ended 31<sup>st</sup> December ("the Accounting Period"). In the case of commencement of the Agreement this shall mean the period from the date of the Agreement to the next following 31<sup>st</sup> December. In the case of the termination of this Agreement this shall mean the period from the previous 1<sup>st</sup> January to the date of the last sale or distribution of the Translation by the Publisher under this Agreement. The statement of sales shall clearly show: the sales price of copies during the Accounting Period, the number of copies in stock at the beginning and end of the Accounting Period, the number of copies printed during the Accounting Period, the number of copies sold or otherwise supplied / distributed during the Accounting Period and the amount of monies due to the Proprietor, if any, according to the terms of this Agreement. The Publisher shall at the time of delivery of the statement pay any sums shown thereby to be due.

## 8. SUBSIDIARY RIGHTS

In consideration of the payment by the Publisher to the Proprietor of the following proportions of all sums received by it in respect of the under-mentioned rights the Proprietor hereby grants the said rights in the Translation to the Publisher during the continuance of this Agreement:

- (i) Serialisation prior to publication in volume for: 70%
- (ii) Serialisation subsequent to publication in volume for: 50%

- (iii) ~~Dramatisation, film, broadcasting or television rights: 70%~~
- (iv) Of royalties received in respect of copies and/or rights sold to book clubs: 50%
- (v) The right granted to third parties to produce or to reproduce the Translation or any part thereof in books or periodicals, or by film micrography, photocopying, or in tape form: 50%

The Publisher shall not dispose of any subsidiary rights in the Translation without previously obtaining the Proprietor's consent in writing which may be subject to such conditions as the Proprietor may deem fit, including, but not limited to, the proportion of any sums received by the Publisher in respect of such Subsidiary Rights, which is to be paid to the Proprietor.

## 9. ACCOUNTING

9.1 All sums that may become due to the Proprietor under the provisions of this Agreement must be paid by the Publisher to the Proprietor to the credit of a bank account to be designated in writing by the Proprietor or by cheque or by banker's draft giving full details for the reason for the payment including the Proprietor's ISBN, name of the author and the Proprietor's title of the Work. All payments should be marked for the attention of Rights & Translations Manager, Polity Press Ltd., 65 Bridge Street, Cambridge, CB2 1UR, UK.

9.2 All sums due under this Agreement

9.2.1 are exclusive of any Value Added Tax which shall be payable in addition on the rendering by the Proprietor of any appropriate Value Added Tax invoice;

9.2.2 shall be made in full save where the Publishers be required by law to deduct tax. In any such instance they shall provide the Proprietor with an original copy of the relevant tax documentation from their local authorities to this effect with the relevant statement account showing the amount deducted.

9.2.3 shall be made in GBP. Conversion into GBP shall be calculated:

9.2.3.1 in the case of each royalty payment at the rate of exchange ruling on the last day of the Accounting Period in respect of which the payment is due:

9.2.3.2 in the case of all other payments at the rate of exchange ruling on the day payment is made or due whichever is earlier;

provided always that where any payment is made after the date provided therefore herein conversion shall be at the rate ruling at the date of payment if this is more favourable to the Proprietor.

9.3 Save that where the Publisher is required by law to withhold taxes or other sums to be deducted from the sums that may become due to the Proprietor under the provisions of this Agreement, it shall be the responsibility of the Publisher to ensure that the Proprietor is provided with all necessary receipts, certificates, other documents and information that may be required for the Proprietor to benefit from any tax credit or exemption, or other fiscal advantage, and the Publisher further undertakes to pass on to the Proprietor the benefit of any tax credit or saving received by the Publisher in relation to sums either paid or which become due to the Proprietor under the provisions of this Agreement which sums shall have been paid gross by the Publisher to the Proprietor.

9.4 Should any payment specified herein be 6 (six) months overdue the rights hereby granted shall forthwith lapse and all rights conveyed by this Agreement may be reverted to the Proprietor without prejudice to the sums that may be due to the Proprietor under the terms of this Agreement.

9.5 The Proprietor or its authorised representative shall have the right upon written request to examine the records of account of the Publisher insofar as they relate to the sales and receipts in respect of the Translation, which examination shall be at the cost of the Proprietor unless sums exceeding £100 shall be found to be overdue to the Proprietor in which case the cost shall be paid by the Publisher.

#### 10. SUBSEQUENT EDITIONS OF THE WORK

The Proprietor agrees that it shall advise the Publisher if a new edition in English is being prepared. The Publisher shall be offered the first exclusive option to the new edition in the CZECH language. Following receipt of a new edition notice the Publisher shall not reprint the unrevised CZECH edition of the work. The Publisher shall nevertheless be at liberty to sell the unrevised edition of the Translation until its existing stock of the Translation at the time of receipt of the notification of the new English edition is exhausted. Once this stock is sold out all rights herein granted shall forthwith and without further notice revert to the Proprietor.

#### 11. COMPLIMENTARY COPIES

The Publisher shall send to the Proprietor free of charge 2 (TWO) copies of the Translation upon publication, together with confirmation of the date of publication, [weblink to the Translation via the Publishers' website](#) and the published price of the CZECH edition of the Translation. The Proprietor shall have the right to purchase additional copies of the Translation from the Publisher at normal trade terms. In the event of reprinting the Publisher shall supply a digital file of the updated imprints page as proof of publication and may request a further 2 (TWO) complimentary copies.

#### 12. RIGHTS RESERVED

All other rights to the Work, whether now existing or which may hereafter come into existence, which are not specifically granted to the Publisher in this Agreement, are reserved by the Proprietor.

#### 13. REVERSION OF RIGHTS

The Publisher shall inform the Proprietor when the Translation goes out of print. If the Translation goes out of print, all rights shall forthwith revert to the Proprietor, but the Publisher shall have the first option to produce and publish a further printing of the Translation within six months of the Translation going out of print on terms to be agreed between the Proprietor and Publisher. The Publisher shall not proceed with the publication of such a printing until written permission has been obtained from the Proprietor and terms have been agreed.

#### 14. TERMINATION

14.1 The Parties agree that this Agreement is intended to continue for the duration of the Licence Period but may nonetheless be terminated prior to the expiry of the Licence Period in accordance with the termination provisions of this Agreement.

14.2 If the Publisher:

- (a) fails to return this Agreement duly signed within 90 (ninety) days of receipt from the Proprietor; or
- (b) is in breach of any obligation under the terms of this Agreement and, in the case of a breach capable of remedy, it shall not have remedied the same within 30 days of a written notice specifying the breach and requiring its remedy; or
- (c) is declared bankrupt, or goes into liquidation other than voluntary liquidation for the purpose of and immediately followed by reconstruction or becomes insolvent, or has an administrator or receiver appointed over the whole or any part of its assets or enters into any compound with creditors, or the equivalent in any other jurisdiction; or
- (d) gives notice that demand for the Work has ceased; or
- (e) less than 25 copies are reported sold in any twelve months accounting or the Work is not available in any edition and the Publishers fail thereafter to make the work available once more within six months of receipt of written notification from the Proprietor of such failure

then all rights granted under this Agreement shall revert to the Proprietor forthwith and without further notice, without prejudice to the rights of the Publisher in respect of any contracts or negotiations properly entered into by them with any third party prior to the date of such reversion, without prejudice to any claim

which the Proprietor may have for damages or otherwise and without prejudice to any monies already paid or then due to the Proprietor from the Publisher.

## 15. COPYRIGHT PROTECTION

- 15.1 The Publisher agrees to take all necessary steps to register the title of the Work in the name under which it has been copyrighted in the Proprietor's edition under any national copyright laws at the sole expense of the Publisher.
- 15.2 The Publisher also agrees to secure the benefits of copyright protection under international copyright conventions that are available for such protection.
- 15.3 The Publisher shall promptly notify the Proprietor of:
- 15.3.1 any infringement of any copyright or other intellectual property right of either party in the Translation (including for the avoidance of doubt trade mark infringement) which comes to its notice; and
  - 15.3.2 any claim by any third party coming to its notice that the promotion sale or licensing or the supply on subscription of the Translation infringes the rights of any other person.
- 15.4 If either of the parties considers that the copyright or other intellectual property right in the Translation has been infringed or that publication of the Translation infringes the rights of any other person the Publisher shall take appropriate action including the issue of proceedings. The cost of such action shall be borne by the Publisher and any damages profits or other sums recovered (or paid) as a result of such measure shall be divided between the parties after deduction of all legal costs incurred by the Publisher as to 50% to the Proprietor and 50% to the Publisher.
- 15.5 In the event that the Proprietor does not wish to participate in any actions proposed by the Publisher then the Publisher shall be free to take such steps as it reasonably considers necessary including (providing it indemnifies the Proprietor) taking proceedings in the Proprietor's name and settling such proceedings as are commenced as it sees fit and in this eventuality:
- 15.5.1 the Proprietor shall at the request and sole expense of the Publisher do all such things as may be reasonably required to assist the Publisher in taking or resisting any steps in relation to any infringement or claim referred to in this clause 14; and
  - 15.5.2 any damages profits or other sums recovered (or paid) as a result of such measure shall be divided between the parties after deduction of all legal costs incurred by the Publisher as to 50% to the Proprietor and 50% to the Publisher.

## 16. DISPUTE RESOLUTION

- 16.1 The Publisher and Proprietor agree at all times to provide each other with such information and detail as is reasonably required and in good faith to avoid formal legal exchanges and litigation.
- 16.2 The Parties acknowledge that not every scenario and contingency may be reasonably foreseen or addressed specifically under the detailed terms of this Agreement. Therefore in the event that any dispute of any nature arises the Parties will at all times seek to resolve such matters in a timely and cost effective manner before threatening or engaging in legal proceedings.

## 17. APPLICABLE LAW

This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.

## 17. GENERAL

- 17.1 The Publisher shall not assign or otherwise transfer any of its rights or obligations under this Agreement whether in whole or in part without the consent of the Proprietor, nor shall the

Translation be published under any imprint other than that of the Publisher's as set out in this Agreement, without the written consent of the Proprietor.

- 17.2 The Proprietor may assign this Agreement or any part thereof to any transferee of substantially the whole of its business.
- 17.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 17.4 Failure or neglect by the Proprietor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of these terms and conditions nor prejudice the Proprietor's rights to take subsequent action.
- 17.5 All of the agreements and understandings between the parties with reference to the subject matter of this Agreement are embodied in this Agreement. Each of the parties acknowledges that it has not been induced to enter into this Agreement by reason of any statement, representation or warranty made by or on behalf of the other party except those expressly repeated, or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement and this clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be those available under the law governing this Agreement.
- 17.6 No addition, amendment, modification or variation to this Agreement shall be binding unless agreed in writing signed by an authorized representative of the Proprietor.
- 17.7 In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition, or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 17.8 The Publisher shall inform the Proprietor if it moves from its current premises and shall give full details of its new address, email, telephone and fax numbers.

In Witness whereof the parties hereto have duly caused their authorised representatives to sign this Agreement on the date first above.

SIGNED for and on behalf of  
POLITY PRESS LTD

07 January 2022

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SIGNED for and on behalf of  
DIVIZE ACADEMIA NAKLADATELSTVÍ

10 ledna 2022

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