



DONATION CONTRACT

UW-509/2022

Clara Schmid
28.04.1983
Heringsgang 4
22880 Wedel

Georg Schmid
11.05.1986
Lücke 17a
24977 Langballig

Rudolf Suhr, geb. Schmid
25.04.1988
Fasanenweg 25
2431 Langwedel

(hereafter referred to as "**the donor**")

and

Institute of Art History, Czech Academy of Sciences,
registered address: Husova 4, 110 00 Prague, Czech Republic
IČO (registration number of organisation): CZ68378033
Represented by: Ass. Prof. Tomáš Winter, PhD., Director

(hereafter referred to as "**the donee**")

(the donor and the donee together are hereafter referred to as "**the contracting parties**")

in accordance with § 2055 ff. of the Czech Civil Code,
enter into this donation contract
(hereafter referred to as "**the contract**").

I.**Subject of the contract**

1. By means of this contract, the donor transfers to the donee the right of ownership of the books and printed music of the **Library of Prof. Dr. Manfred Hermann Schmid** (hereafter referred to as "**the gift**"). The donee accepts ownership of the gift.
2. The donee shall acquire ownership of the donated books and printed music on the day the donation contract is signed and by taking possession of the gift, confirming this by his signature.
3. The gift specified in this contract shall be transferred by the donor to the donee by 26. April 2022 at the latest. The shipping costs will be paid by the donee.
4. The contracting parties declare that the value of this gift is not known to them.

5. The donee declares that before signing the contract he examined the gift and has no reservations about it.
6. The donee accepts ownership of the gift and undertakes to use it for the purpose stated below in this contract, corresponding to the gift, its value, quality, and purpose.

II.

Further stipulations

1. The donee undertakes to use the gift as part of the Musicological Library of the Institute of Art History, Czech Academy of Sciences (IAH CAS). After processing (up to 4 years), the donated titles will be published in the publicly accessible catalogue of the Library of the IAH CAS. The gift will be preserved in its entirety. The newly incorporated titles will be administered in accordance with law no. 257/2001 on Libraries and Terms of Operating Public Library and Information Services, related legislation, and the regulations of the Musicological Library of the IAH CAS.
The donor reserves the right to monitor the use of the gift, and is entitled to ask the donee to return the gift if the donee uses it otherwise than is stipulated in Article II, paragraph 1 of this contract.
2. The donor declares that he is not restricted in any way in his use of the gift and that legal regulations do not prevent him from using the gift, especially in regard to the transfer of ownership rights or sending the gift abroad or receiving it from abroad, and that they do not restrict him in the use of the gift nor impose any special conditions on him.
3. The contracting parties have agreed that the donee is entitled to use the books and printed music which constitute the gift to the extent permitted by a library licence in accordance with the provisions of the Czech copyright law, no. 121/2000, and is further entitled to make digital copies of them and make these available free of charge to the readers of the Musicological Library of the IAH CAS, also outside the premises of the donee, for non-commercial purposes. This license is granted for an indefinite period and free of charge.

III.

Final provisions

1. This contract comes into force and effect on the day it is signed by both contracting parties.
2. Any changes or additions to this contract shall take the form of a written amendment.
3. The donee can withdraw from this contract for reasons stipulated in the Czech Civil Code or if Article II, paragraph 3, of this contract is breached.
4. Four originals of this contract have been drawn up, one for each of the contracting parties.
5. The rights and responsibilities of the contracting parties are governed by the Czech Civil Code.
6. The legal relationship regulated by this contract is subject to Czech law. The competent court for resolving disputes arising out of this contract is the court having general jurisdiction for the donee.
7. The contracting parties have read the contract and agree to its content without reservations, and confirm this by their signatures.

Signed in Augsburg on (date) 5.4.2022 Signed in PRAQUE on (date) 1.4.2022

The donor:

The donee:

Clara Schmid




Doc. PhDr. Tomáš Winter, PhD.

INSTITUTE OF ART HISTORY
The Czech Academy of Sciences
Husova 4
CZ - 110 00 Praha 1

Georg Schmid



Rudolf Suhr, geb. Schmid

