

## Agreement

Made and signed on the 1st day of August 2022

Between Kateřina Čapková, employee of the Institute for Contemporary History, Czech Academy of Sciences, Vlašská 355/9, 118 00 Praha 1, Czech Republic, represented by Prof. Miroslav Vaněk; and

Hillel J. Kieval, 410 North Newstead Avenue, Apt 6W, Saint Louis, MO 63108, USA (hereinafter - the Editors) on the one hand;

And Bar-Ilan University Press, Ramat Gan (Publisher) (on the other hand)

Whereas the Editors declare that they edited the book

### **Prague and Beyond: Jews in the Bohemian Lands**

which is expected to be about 400 printed pages (hereinafter - the Book), that the Book is a translation of a work that has been published by them in English, that they own the copyright in its entirety **or they have received permission in writing from the copyright holders** and that they have not transferred the copyright and have not given the licensee any license in connection with the above-mentioned connection or its translation in any language whatsoever.

And Whereas the Editors propose to the publisher to publish the Hebrew translation and to distribute the book and the publisher agreed to this, all in accordance with the following conditions:

Therefore, it was agreed and declared between the parties as follows:

1. Any provision of this Agreement is a principal condition, and the preamble to the Agreement is an integral part thereof.
2. a. The Editors hereby transmit to the publisher the manuscript (including text, pictures, maps and diagrams) of the Book, which is corrected and edited, in a word processing file, or "Camera Ready" (ready for printing). The publisher reserves the right, at its sole discretion, to further prepare the manuscript for printing and edit if necessary, expenses of which shall be borne by the Editors, as set out in Clause 6.  
b. The Editors undertake to submit to the publisher the final manuscript of the book, printed and / or in electronic media at the request of the publishing house, after the final editing has been made. The Editors undertake to submit the table of contents, indexes and front and end matter to the publisher at a later stage and no later than from the end of 30 days from the date of the publisher's notice to the Editors in writing.
3. a. The Editors undertake to proofread the book at least once, at the request of the publisher at no additional cost, and to return the proofreading pages to the publisher within fourteen days from the date of receipt thereof. Until the end of this period, the Editors undertake to return the proofreading materials even if they are not corrected, in which case the proof will be edited by the publisher at the expense of the Editors, by offsetting money that will reach the Editors after the book is distributed.

- b. The Editors are not permitted to introduce changes that are not corrections in the proofreading stage. Any expense incurred as a result of the failure to comply with this section and especially if any change is made by the Editors in contravention of this paragraph – the publisher may impose the expense in full on the Editors.
  - c. Notwithstanding the foregoing, the publisher has the right to proofread the manuscript itself, whether by itself or by others, and this at its sole discretion, without the Editors having any right to prevent it.
4. The Editors transmit to the publisher without limitation all the rights related to the book, including the copyright as defined in the Copyright Law 1911 (hereinafter - the Law), including the right of publicity included therein as defined in the Law, including all the copies as defined in Section 7 of the Law, Without limitation of place, and for the entire period of the existence of the foregoing rights, including any right that the Editors have under any law.
5. a. The Editors hereby grant the publisher the right to publish the book in Hebrew only, in any form of production, including the production of an electronic edition. If any future translation is made of the book from the Hebrew edition, Bar-Ilan University Press must be mentioned as the Publisher of the Hebrew edition in the copyright page of said edition.
- b. The Editors will reimburse the publisher for any action, legal proceeding, suit and demand filed against the publisher or submitted for any material contained in the above-mentioned book that constitutes copyright infringement or defamation or libel and for any damages, legal expenses and other expenses in connection with a legal proceeding or demand as aforesaid.
  - c. The Editors undertake to indemnify the publisher for any amount that they pay, by judgment, compromise or in any other way to settle any person's claim in connection with any of the things or situations in paragraph (b) of this section above.
  - d. The Editors undertake to indemnify the publisher for any loss, damage, expense and loss of profit caused by any of the things specified in paragraph (b) and paragraph (c) of this section or in connection therewith.
  - e. If a judgment is given by a competent court, or an arbitrator's award is issued, which will oblige the publisher to pay any amount due to any of the matters mentioned in this section above, the judgment or the award will require the Editors as if the plaintiff is the publisher and the defendant.
6. The Editors undertake to cover the full cost of production of the book, not including translation costs. The publisher estimates these costs at **7,800 Euro**, the balance of which is payable as follows: The Institute of Contemporary History, Czech Academy of Sciences is obliged to cover **3,800 Euro**. These costs are payable by **30 September 2022**. 4,000 Euro are to be paid from other sources. If the actual costs of production exceed the projected costs, then the sum owed by the Editors will be adjusted accordingly.

7. a. The publisher undertakes to publish the book, print it and bind it, in a format that it deems fit to publish for distribution within a reasonable time, provided that the Editors comply with all their obligations under this agreement.
  - b. The Editors undertake to transfer to the publisher all the allocations intended for the publication of the book he will receive from any party and including, if the Editors are directed by the publisher to any other party in order to receive an allowance for publication of the essay, the Editors will be required to transfer the entire amount immediately upon receiving it. The publisher will be exempt from fulfilling its obligations under the agreement and will be entitled to any other remedy under any law.
  - c. "Layout" in this section - including determining the layout of the pages, the typography, the quality of the paper, the cover and anything else related to the form of the book and the quality of the work, including the table of contents, the title of the book and its contents and the contents of the introduction.
8. The publisher may from time to time set the price of the book and change it from time to time, all at the sole discretion of the publisher.
9. a. Each Editor will receive two (2) free copies of the book. Each contributor will receive one (1) free copy as well as the PDF of their chapter.
  - b. The Editors may purchase additional books at a discount of 40% of the catalog price of the publisher, for his personal needs and not for sale to a third party.
10. The publisher's accounts shall be presented to the Editors and shall be conclusive evidence of what is said therein.
  11. The Editors declare that they know and agree to be deducted by the publisher from the fees of the writers, all the amounts that may be deducted by law from the salary of the writers, and the sum that they will be required to pay.
  12. The Editors' signatures of this agreement are an irrevocable order to the publisher to deduct from all the amounts due to them at any time, any amount which the publisher undertakes under section 6 above and any other debt connected to the publication of this Book that will apply to him under this agreement without prejudice to this Agreement or under the Law.
  13. If the book is not in stock, and the publisher does not start printing another edition of the book within 30 months of the Editors' request to do so, the Editors may request the rights back in the book, provided that he has fulfilled all his obligations under the agreement.
  14. Waiver of a right conferred by agreement or by law shall be made only in writing.
  15. Should disputes arise between the parties in respect of this Agreement and the parties will not be able to settle the dispute between them by way of direct contact between them, the dispute shall be resolved for the sole arbitrator to be agreed upon and its decision shall be final. The arbitrator shall be entitled to rule both law and compromise as

he sees fit, shall not be bound by the laws of evidence, the rules of procedure and the material law, and shall be entitled to use his personal or professional knowledge.

16. Any notice that is sent from one side to another by registered mail according to his address as aforesaid shall be deemed received after seven days from the day it was delivered to the Post Office.
17. This Agreement shall be governed by and construed in accordance with the laws of Israel.

And therefore the parties signed:

\_\_\_\_\_  
Miroslav Vaněk, representative of  
Kateřina Čapková

\_\_\_\_\_  
For and on behalf of Bar-Ilan University Press

\_\_\_\_\_  
Hillel Kieval

\_\_\_\_\_  
For and on behalf of Bar-Ilan University Press