

MEMORANDUM OF AGREEMENT made this **1st day of July 2022**
between

Piper Verlag GmbH
Georgenstr. 4
80799 München, Germany
VAT: DE 812155161

(hereinafter called the 'Proprietor') of the one part, and

Nakladatelství Academia
Středisko společných činností AV ČR, v. v. i.
Narodní 3
110 00 Praha 1
Czech Republic
VAT: CZ60457856

(hereinafter called the 'Publisher') of the other part.

Whereby it is mutually agreed as follows concerning the work

Die Schuldfrage
by
Karl Jaspers

(hereinafter called the 'Work')

§ 1 Rights granted

1. The Proprietor hereby grants to the Publisher the sole and exclusive right to print and publish the Work in volume form (see § 2) in the **Czech** language, and to sell copies **THROUGHOUT THE WORLD**.
2. This Agreement shall be valid for a period of **5 (five)** years from the date of this Agreement, but **no later than December 31st, 2027**.
3. The license herein granted is assigned to the above named Publisher solely and shall not be transferred by them without the written consent of the Proprietor.
4. The Proprietor represents and warrants to the Publisher that the Work is an original work, that the Proprietor is the sole Proprietor of the copyright in the Work and that the Proprietor has full power to enter this Agreement. This warranty does not include photographs, quotations or other copyrighted material obtained by the Proprietor from other sources and incorporated in the Work, unless expressly indicated in an Appendix of this Agreement.
5. All rights in 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 to and by the Proprietor.

§ 2 Advance Payments and Royalties

The Publisher shall pay to the Proprietor the non-refundable sum of:

EUR 750,- (seven hundred fifty EUROS)
to be paid **on signature of this Agreement**

Such sum to be in advance and on account of all income (following royalties and income under clause 4) payable from the full retail price, less VAT, of each and every copy of the Work sold in:

Hardcover trade edition:
■ - on all copies sold

§ 3 Accounting

1. The Publisher shall render an accurate, complete and detailed English language account of all sales of the Work once a year, to the **31st day of December**, regardless of whether the advance has been recouped, and shall deliver said statement together with any amounts due within 90 days thereafter.
2. Each statement of account shall include the following information for each and every edition of the Work: the name of the author, the title of the work, the number of copies of the Work sold during the royalty accounting period, the retail price of all copies sold, the applicable royalty percentage, the total sum and the percentage and share of the deducted withholding tax (if applicable). Each purchase of an Electronic Book is accounted for separately. One copy of each statement shall be sent to the Proprietor.
3. All payments due under the terms of this Agreement shall be paid in € (Euros) converted at the rate prevailing on the day on which payment is due.
4. All amounts due under this Agreement shall be paid by the Publisher by bank transfer free of bank charges of the Publisher's bank. The Publisher shall notify the Proprietor of the dates of all payments. All payments have to be accompanied by a credit advice stating the author, title, date of contract and the VAT number of the Proprietor: DE 812 155 161.
5. All statements and amounts due under this Agreement shall be rendered and paid to the Proprietor's agent (**Kristin Olson Literary Agency s.r.o., Klimentská 24, 110 00 Praha 1, Czech Republic**) who is hereby authorised to act on the Proprietor's behalf in all matters arising out of this Agreement, and whose receipt shall be a full and valid discharge of the Publisher's obligation.

§ 4 Subsidiary Rights

No subsidiary rights are granted.

§ 5 Translation

1. The Publisher shall guarantee a high-quality translation of the Work. The translation including the titles of the Work, shall be made faithfully and accurately by a translator with only such modifications from the original text as may be necessary to achieve a competent and idiomatic translation. Such modifications will not materially change the meaning or otherwise materially alter the text. No additions, deletions, abridgements or alterations in the text, photographs or title may be made without the prior written approval of the Proprietor. Notwithstanding anything to the contrary contained in this paragraph, it is understood and agreed that the Publisher has already published the translation.
- ~~2. The Publisher shall submit the translation for Proprietor's approval upon request. If the Proprietor fails to comment within 30 (thirty) days of receipt, the Publisher may consider the translation approved.~~
3. The Publisher shall translate, produce, publish and advertise the Work at its own expense.

§ 6 Copyright

1. The original title of the work and its copyright notice

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shall be printed – in addition to any copyright line that may be required to establish copyright in the actual translation – on the back of the title page of every copy issued of the Work published or licensed for publication by the Publisher.

2. The name of the Author shall appear in its customary form in due prominence on the title page, cover and binding of every copy produced and on all advertisements and other announcements of the Work.

§ 7 Design and Copy

The Publisher shall submit the jacket/cover of the Publisher's editions for Proprietor's approval upon request. If the Proprietor fails to comment within 15 (fifteen) days of receipt, the Publisher may consider the jacket/cover approved.

§ 8 Remainder

In the event of the sale of copies as remainder the royalty to be paid to the Proprietor shall be 10% of the net sum received by the Publisher, on the condition, however, that the sale is not effected below printing cost, but the Publisher shall not remainder any copies of the Work before 2 (two) years after their first publication of the Work. In the event of such remaindering, all rights granted herein shall revert automatically to the Proprietor.

§ 9 Advertising

The Publisher shall not print advertisements of any kind or for any other book other than books from its own list in any edition of the Work or on the jacket/cover without the Proprietor's prior written approval. In the event of the exploitation of subsidiary rights in book form, the Publisher shall insure that this clause extends to such sublicensed publications.

§ 10 Publication / Complimentary copies

1. The Work is already published in the Czech language.
2. ~~The Publisher shall promptly inform the Proprietor of the exact publication date of the Work and of its retail price and of the number of copies in the first printing.~~ The Publisher shall inform the Proprietor of the number of all subsequent printings of each edition upon request.
3. The Publisher undertakes to send the Proprietor a press kit upon request.
4. ~~On first publication the Publisher shall send 5 (five) free copies directly to the Proprietor.~~ On each new edition 3 (three) copies are to be sent to the Proprietor. The Author/Proprietor may for personal use purchase additional copies at the Publisher's normal trade terms. The Publisher shall inform the Proprietor of publication in Electronic Book Format and provide the Proprietor with one free download, to be sent directly to the Proprietor at the following email address [REDACTED].

§ 11 Termination of the Agreement

1. After the period of 5 (five) years from the date of this Agreement (but no later than December 31st, 2027) all rights herein licensed shall revert automatically to the Proprietor unless an extension of the Agreement is agreed on in writing by both parties.
2. Furthermore this Agreement shall terminate automatically and all rights herein granted shall revert automatically to the Proprietor without further notice if:

- the Publisher fails to publish the Work within 18 (eighteen) months after the date of this Agreement;
- the Publisher is in default with statements of account and/or payments according to § 3 and/or § 4;
- at any time during the 5 (five) year period specified above the Work is off the market and the Publisher does not – within 30 (thirty) days after receipt of written notice from the Proprietor – commit himself to bring out a new edition within 6 (six) months; the existence of an edition of the Work in Electronic Book format or a print on demand edition does not account as the book being “in print”, “in the market” or “available for sale” unless the total payment to the Proprietor per annum from sales of Electronic Book format and a print on demand edition totals 300,- Euro (three hundred Euros);
- the Publisher becomes insolvent or liquidates its business for any cause whatsoever; or after a petition in bankruptcy is filed by the Publisher; or a petition in bankruptcy is filed against the Publisher and such petition is finally sustained; or if the Publisher is otherwise unable to meet his obligation, whether by voluntary act or order or decree of any court.

The rights revert to the Proprietor without prejudice to the Proprietor's rights of recovery of any monies already paid or payable to him and/or as damages under the terms of this Agreement.

The Publisher may continue to sell any existing stock during the 6 (six) months following the termination of this Agreement. During this period of time, the Publisher may not print any additional copies or advertise the Work and the Proprietor is free to dispose of the rights granted in this agreement.

Upon termination of this agreement the Publisher shall insure that the digital publication shall be shut down.

§ 12 Audit

The Proprietor shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the Publisher to inspect all books, vouchers, documents in the possession of the Publisher related to the Work. If an error exceeding 2% is found in the Publisher's favour the Publisher agrees to pay the Proprietor the amount of the error within 30 (thirty) days of such discovery and, in addition, will bear the cost of the audit.

§ 13 General Provisions

1. This Agreement shall be rendered invalid if not signed by the Publisher within 30 (thirty) days of the date of this Agreement and if the advance due upon signature under clause 2 herein has not been received by the Proprietor within 30 (thirty) days after the date of this Agreement.
2. This Agreement constitutes the complete understanding of the parties and all previous negotiations and understandings have been merged herein. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties. This includes the abandonment of this Agreement by any one of the parties.
3. Should any clause in this Agreement be invalid, the validity of the remaining clauses of the Agreement shall not be affected. The invalid clause or any missing clause shall be replaced by a new clause being as close as possible to the invalid or missing one, or to its economical purpose.
4. This Agreement shall be governed by and interpreted in all respects in accordance with the Law of the Federal Republic, Germany. Any legal action brought by either party to this Agreement against the other shall be brought in the jurisdiction of Munich, Germany.

SPECIAL ARRANGEMENTS:

This Agreement constitutes the entire agreement of the parties, and supersedes all prior or contemporaneous negotiations, commitments, agreements and writings, with respect to the subject matter hereof.

Jaspers, Die Schuldfrage.
License Agreement of July 1st, 2022 between Academia and Piper Verlag

AS WITNESS: the hands of authorised representatives of the parties.

PROPRIETOR

PUBLISHER

Date **13.09.2022**

Date **29.08.2022**

Felicitas von Lovenberg
Piper Verlag GmbH

Signature
Nakladatelství Academia

Christian Schniedermann
Piper Verlag GmbH