

Memorandum of Agreement made this 19th day of April 2023

between

Paul Zsolnay Verlag Ges.m.b.H.
Prinz-Eugen-Strasse 30
1040 Wien, Austria



Paul Zsolnay Verlag Ges.m.b.H.
Prinz-Eugen-Straße 30
A 1040 Wien

(hereinafter called the Proprietor) of the one part,

and

Stredisko spolecných cinnosti AV CR
Nakladatelství Academia
Narodni 3,
110 00, Praha 1, Czech Republic

(hereinafter called the Publisher) of the other part.

whereas the Proprietor warrants that he is the sole and exclusive owner of the rights which are the subject of this Agreement, and whereby it is mutually agreed as follows regarding the Work

by: **Konrad Paul Liessmann**
entitled: **LAUTER LÜGEN**
und andere Wahrheiten
(hereinafter called the "Work")

1. Grant of Rights

The Proprietor hereby grants to the Publisher the exclusive right to translate, print, publish and sell the Work in volume form in a **trade edition** (hardcover or paperback) only in the **Czech** language throughout the **World** (hereinafter called the "Territory").

2. Term of Licence

This Agreement shall be valid for a period of **5 (five) years from the date of this Agreement** and all rights herein granted shall revert automatically to the Proprietor without further notice on **April 19th, 2028**, unless rights have already reverted under any other clause in this Agreement. This Agreement is limited strictly to the terms and period herein and any arrangements for additional periods of time shall be subject to a new agreement.

3. Advance

The Publisher shall pay to the Proprietor a non-returnable advance of **€ 1.000,-** (One-Thousand Euros), payable on signature of this Agreement, on account of all monies which may become due under the terms of this Agreement.

4. Royalties

The Publisher shall pay to the Proprietor the royalties specified as follows:

Trade edition:

[REDACTED] on all copies sold

These royalties are payable on the full retail price (less VAT) of each and every copy of the Work sold by the Publisher in his edition.

[REDACTED]

5. Publication

The Publisher undertakes to publish the Work in a **trade edition** within **24** (twenty-four) months of the date of this Agreement. Should the Publisher fail to publish his first edition of the Work within the time specified herein, then this Agreement shall terminate automatically and all rights granted herein shall revert to the Proprietor without prejudice to any monies already paid or then due.

The first edition of the Work shall consist of approximately **1.200 copies**. The Publisher is entitled to print the Work in excess of the aforesaid minimum number of copies. The production of the Work as print on demand is explicitly excluded.

The Publisher shall inform the Proprietor of the exact publication date of the Work, its retail price and the number of the copies in the first printing and all subsequent printings of each edition.

6. Translation

a) 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. Should the Publisher choose to use a title in the Czech language other than a translation of the original, the Proprietor should be consulted. No additions, deletions, abridgements or alterations in the text, titles, photographs, drawings, illustrations or other material may be made without the prior written approval of the Proprietor.

b) Upon request the Publisher shall submit his translation of the Work to the Proprietor for his written approval. The Proprietor shall be given **2** (two) weeks from receipt of translation to respond.

7. Copyright

The following copyright notice

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shall be printed on the verso of the title page of every copy of the Publisher's edition of the Work and the Publisher shall not do any act or permit any act to be done which will cause the Publisher's edition to fall into the public domain in any country in which such edition shall be published or distributed.

The Publisher shall take all steps necessary to insure that the Publisher's edition of the Work is protected under the domestic laws of each such country, and under the Universal Copyright Convention and the Berne Union.

The Publisher shall print the original title of the Work in its original language on the verso of the title page of every copy of the Publisher's edition of the Work. The name of the Author shall appear in its customary form on the title page of every copy of the Publisher's edition of the Work and in all advertisements and other announcements of the Work issued by the Publisher.

8. Accounting

a) The Publisher shall make up accurate and complete accounts of all sales and stock remaining of the Work to **31st December** in each year, regardless of whether the advance has been recouped, and shall deliver such accounts and pay all monies due to the Proprietor within **3** (three) months thereafter.

b) Each accounting shall contain the following information for each and every edition of the Work: the number of copies per printing of the Work, the number of copies of the Work sold during the royalty accounting period, the retail price of all copies sold and the applicable royalty percentage.

c) Up to the maximum of 5% of each edition are free of royalty if applied for publicity purposes.

d) The Publisher agrees to permit the Proprietor to inspect his book of accounting.

e) All monies due under the terms of this Agreement shall be paid in Euros.

9. Jacket/Cover

The Proprietor shall have approval over the jacket/cover design and all jacket/cover copies of all Publisher's editions of the Work and shall be given 10 (ten) working days from receipt of material to respond.

10. Complimentary Copies

On first publication, the Publisher shall send 6 (six) copies directly to the Proprietor and a PDF of the said translation via email to [REDACTED]

11. Revised Edition

If at any time after the publication of the Publisher's edition of the Work the Proprietor issues a revised or extended German edition, he shall send a copy of it to the Publisher. The Publisher shall not reprint any further copies of his current edition without incorporating the revised material therein. The Publisher shall nevertheless be at liberty to continue to sell out any unrevised copies previously printed. The Publisher shall send to the Proprietor two copies of any revised edition when issued.

12. Remainder Copies

On remainder copies sold by the Publisher at or below cost, no royalty shall be payable to the Proprietor but no such remainder copies shall be sold within a period of 2 (two) years from the date of publication of each edition of the Work. The Proprietor shall have the right to purchase copies at the remainder price. On remainder copies sold above cost, the Publisher shall pay to the Proprietor 10% (ten per cent) of the net receipts.

In the event of such remaindering of stock, all rights granted herein shall without further notice revert to the Proprietor without prejudice to the Proprietor's claim for damages or to any monies paid or then due.

13. Advertising

The Publisher shall not print advertisements or listings of any kind or for any other book other than by the Proprietor in any edition of the Work or on the jacket/cover without the Proprietor's prior written approval. The Publisher may use up to 10% or one chapter/story, whichever is the shorter one, of the Work for advertising or promotional purposes.

14. Reservation of Rights

All other rights in the Work whether now existing or which may come into existence, including but not limited to any electronic version rights, which are not specifically granted to the Publisher in this Agreement, are reserved to and by the Proprietor for his use and disposition at any time. Included among the rights reserved to the Proprietor for his use and disposition is the right to publish or cause to be published up to 10.000 (ten thousand) words from the Publisher's edition of the Work in any form for advertising and exploitation of motion pictures based on the Work.

15. Additional Material

Unless otherwise specified herein, the rights to reproduce any illustrations and/or quoted matter from the original edition of the Work are not granted in this licence.

16. Termination

This Agreement shall automatically terminate without prejudice to any further claim which the Proprietor may have for monies due or damages and/or otherwise

- a) If the Publisher becomes insolvent or is declared bankrupt or made subject to similar measures
- b) If not signed by the Publisher within thirty (30) days of the date of this Agreement
- c) If the Publisher fails to render payments and/or accounts of sales and/or complimentary copies as agreed in Clauses 3, 4, 8 and 10 above
- d) If the Publisher fails to publish the Work in the **Czech** language within the date as agreed in Clause 5 above

Konrad Paul Liessmann, LAUTER LÜGEN / Nakladatelství Academia

e) If at any time after the date of publication of the Work, the Publisher allows the print edition(s) of the Work to go out of print for a period of 3 (three) months or off the market to the extent of having fewer than 100 (one hundred) copies of his own print edition in stock and/or of having accounted for fewer than 50 (fifty) copies. The Proprietor shall be at liberty to dispose of such rights at his full discretion, unless the Publisher, upon being served with an eight weeks' notice, agrees in writing to re-issue the Work within six months of the date of such notice.

f) If the Publisher violates any terms of this Agreement

g) If the Publisher fails to protect the copyright of the Work as provided in Clause 7 hereof.

Upon termination of this Agreement pursuant to sub-clause 16e) above, or within the 6 (six) months immediately preceding expiration of the Agreement on the date set forth in Clause 2 above, the Publisher may request by written notice to the Proprietor a right to sell off any remaining stock of the Work subject to the continued accounting and payment of such sales and royalties to the Proprietor in accordance with the Agreement. The Publisher may not proceed to sell any of his remaining stock after the date of termination without the Proprietor's prior written consent.

17. Assignment

The rights herein granted are assigned to the above mentioned Publisher solely and shall not be transferred without the written consent of the Proprietor.

18. Payment

All sums of money due under this Agreement shall be paid to the Proprietor's bank account

UNICREDIT BANK AUSTRIA AG, Rothschildplatz 1, A-1020 Wien

IBAN = AT6811 0000 9423474700

BIC = BKAUATWW

and the receipt shall be a good and valid discharge of all such indebtedness. All bank fees and other charges shall be borne by the Publisher.

19. Applicable Law

This Agreement is binding and inures to the benefit of the successors and assigns of the Proprietor. All obligations and rights of the Publisher are personal and non-assignable. This Agreement shall be interpreted according to the laws of the Republic of Austria. The place of performance and jurisdiction shall be Vienna.

20. Entire Agreement

This Agreement constitutes the entire understanding of the parties hereto and may not be amended, changed, altered or otherwise modified except by an instrument in writing and signed by both parties. This agreement may be executed by way of electronic signature, and if so executed, shall be considered an original.

Signed by:

The Proprietor



Vienna, 29.04.2023

The Publisher

**Stredisko spolecných cinnosti AV CR
Nakladatelství Academia**

Praha 26.04.2023



Vat ID: ATU 14899706

Vat ID: CZ60457856