



Palacký University
Olomouc

Publisher's licence agreement

Sudetendeutsches Musikinstitut

(Träger: Bezirk Oberpfalz)

Incorporated according to the laws of Germany with identification number D-U-N-S 340134712

With the seat in: Ludwig-Thoma-Str. 14, 93051 Regensburg, Germany

Authorized person:

Tax ID number: DE133714430

Banking connection:

Account number:

Is not a VAT payer.

(hereinafter referred to as "Licensee")

and

PALACKÝ UNIVERSITY OLOMOUC

Faculty of Arts

With the seat in: Křížkovského 511/8, Olomouc, 77900, Czech Republic

Authorized person: doc. Mgr. Jan Stejskal, M.A., Ph.D.
the dean of the Faculty Arts of Palacký University Olomouc

Person authorized to act in matters of implementation of this agreement:

ID number: 61989592

Tax ID number: CZ61989592

Banking connection:

Account number:

(hereinafter referred to as „UP“ or „Licensor“)

concluded this Publisher's Licence Agreement (hereinafter referred to as „agreement“) in accordance with the section 2384, section 2358 and section 2430 of the Act No. 89/2012 Coll., Civil Code, as amended, (hereinafter referred to as "Civil Code")

I.

Subject of the agreement

1. UP grants the licensee the licence to exercise the right of reproduction and distribution of the literary work titled "Libuše sings" in English (hereinafter referred to as "work") of the author (hereinafter referred to as "author"), and of its communication to the public.

2. The work was created by the author stated in the previous article of this section of the agreement in fulfilling his duties arising from the UP employment within the framework of the project “Libuše zpívá. Hudebně-dramatická zpracování mytologického námětu ve středoevropské kultuře 17.–20. století” [Libuše sings. Musico-Dramatic Adaptations of the Mythological Subject in Central European Culture between the 17th and 20th Centuries], GAČR reg. no. 20-14534S. UP as an employer exercises the author’s economic rights to the work in its own name and on its own account according to section 58 of the Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws, as amended (hereinafter referred to as “Copyright Act”).

3. The licence is given as non-exclusive for the period of 5 years from the date of the efficiency of this agreement.

4. The licensee is authorized to distribute the work (hereinafter also referred to as “publication” when talking about the book) through its distribution net, exporters and correspondent distributors abroad in the whole world.

II.

Obligations of the licensee

1. The licensee obliges to publish the work by the 31. 8. 2024 in the extent of 250 standard pages and coloured cover, in maximally 300 copies (copies mentioned in the article 5 and 6 of this section of the agreement are included) and in a softcover edition.

2. The licensee is obliged to ensure the professional review and professional editorial activities during the publication of the work so as the work meets the requirements of scientific publications. According to the section 2385 of the Civil Code the licensee is also obliged to give to the author (through UP) the opportunity to do the author’s corrections before the publishing of the work.

3. The licensee is obliged to pay the amount of money corresponding to the full coverage of costs on the publication of the work.

4. The licensee is obliged to ensure a composition, wrapping and graphical corrections, a cover design, printing and binding, bookbinding, a correction of the English language, the reproduction, distribution and propagation of the work/publication.

5. The licensee is obliged to fulfill his legal obligation to deliver obligatory copies of the publication according to the laws of the state of the domicile of the publisher. The amount of all copies of the publication mentioned in this article is 10 pieces together and they must be marked as “not for sale”.

6. The licensee is obliged to inform UP immediately about the publication of the work on the email [REDACTED] and to provide UP with 10 pieces of the publication (10 copies according to section 2377 of the Civil Code for the author are included - free of charge) no later than 30 days after the day the publication has been published. The price of the publications, which are not for the author (free of charge), is included in the amount mentioned in the section IV. article 1 of this agreement.

7. The licensee has to cite following text in the publication: **“The publication was made possible by the financial support of the GAČR project 20-14534S *Libuše sings. Musico-Dramatic Adaptations of the Mythological Subject in Central Europe-an Culture between the 17th and 20th Centuries.*”**

8. Each copy of the publication shall contain respective copyright notice:
- **Copyright © Palacký University Olomouc, 2024.**
 - **Copyright © ConBrio Verlagsgesellschaft, Regensburg.**
 - **Copyright © [REDACTED] 2024.**
9. The licensee is not authorized to change the name of author or the work or its title as stipulated in section 2375 of the Civil Code, except the conditions given by this agreement.

III.

Rights and obligations of UP

1. Both contractual parties confirm that the manuscript of the work was given to the licensee in the final version appropriated with professional and language requirements in electronic form.
2. UP reimburses (compensate) the licensee the part of the costs of publication and distribution of the work (the publication) in accordance with section IV. article 1 of this agreement.

IV.

Price and terms of payment

1. UP will pay the licensee as part of the costs of publication and distribution of the work (the publication) amount of **CZK 53,719.00 excluding VAT**, in accordance with the invoice which the publisher is authorized to issue after the execution of the relevant works, the price of which corresponds to the aforementioned amount, with seven-day maturity period starting on the day of its delivery on the address Faculty of Arts of Palacký University Olomouc, Křížkovského 511/10, 771 47 Olomouc by the mail and on the e-mail address [REDACTED]. The VAT at the rate of 21% is not included in this amount and won't be added to it due to the fact that the Publisher is not a VAT payer. **The VAT is to be paid by the UP in the Czech Republic according to the Czech tax legislation.**
2. The coverage of the part of the costs of reproduction and distribution of the work (the publication) given by UP is to be funded from the budget of the project mentioned above in the amount of 53,719.00 CZK.
3. The licensee is obliged to pay the amount of money - the rest of the costs of the publication and distribution of the work (the publication). This amount of money shall be in accordance with the expected future revenues from sales of the work (the approximate budget is attached as an annex of this agreement). The licensee is obliged to bear the risk that the amount of money expended by him on the publication and distribution of the work (the publication) will be higher than real revenues from sales of the publication.
4. The licensee assumes the risk of change in circumstances pursuant the section 1765, subsection 2 of the Civil Code, thus the section 1765, subsection 1 and section 1766 of the Civil Code shall not apply in licensee's favour. This means, that the licensee is not entitled to appeal to the court in case of the unpredictable circumstances with the lawsuit to increase the part of the costs paid by UP or cancellation of the contract.
5. UP grants licence to the licensee for free.

V.

Common understandings

1. The contractual parties agreed that both of the parties have to approve in writing a masthead, the cover, the cover sheet of the publication and that the licensee is obliged to deliver the proposal of the masthead, cover and cover sheet to UP before the work (the publication) will be transmitted to print. UP is obliged to discuss the topics mentioned in the previous sentence with the author. UP and the author should give their written approval with the masthead, cover and cover sheet no later than 14 days after the delivery of the proposal.
2. Each contractual party is obliged to cooperate with another contractual party for the purpose of fulfilling of the subject of this agreement.

VI.

Sanctions

1. In the case of UP's delay in payment of the amount mentioned in section IV. article 1 of this agreement UP is obliged to pay to the licensee an interest on late payment amounting to 0,02 % of the debt amount without VAT per every even-beginning-day of the delay after the end of the maturity period.
2. If the licensee doesn't publish the work on deadline stipulated in section II. article 1 of this agreement, the licensee is obliged to pay a contractual fine amounting to **CZK 200** per every beginning day of the delay.
3. Contractual fines are not calculated into the compensation of potentially existing damage that can be claimed separately in full extent apart from the contractual fines.
4. The maturity period of accounted contractual fines and interests on late payment is 15 days from the date of delivery of a written statement to the relevant contractual party (section 2050 of the Civil Code shall not be applied).
5. UP is entitled to set off the contractual fines against the claim of the licensee for the payment of the amount mentioned in section IV. article 1.

VII.

Withdrawal from the agreement

1. UP is entitled to withdraw from this agreement, if the licensee doesn't publish the work in at least 14 days after the deadline stated in section II. article 1 hereof. If UP withdraws from this agreement in accordance with the previous sentence, the licensee is obliged to return to UP the amount mentioned in section IV. article 1 hereof, if paid before the withdrawal, no later than seven days after the written withdrawal from this agreement was delivered to him from UP.
2. The withdrawal from this agreement becomes effective on the day of the delivery of the written withdrawal to the second contractual party on the address stated in the head of this agreement.

VIII.

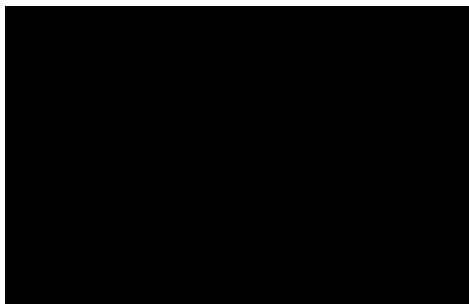
Final provisions

1. Each contractual party is obliged to inform another contractual party in the case of change of the conditions of this contract.
2. All changes or amendments shall be made only by written, dated, numbered amendments undersigned by the authorized representatives of both contractual parties.

3. The agreement is executed in English version in two identical copies with the force of original, one copy for each party.
4. Rights and duties arising from this agreement subrogate on legal successor of both contractual parties.
5. The contractual parties have expressly agreed that their rights and obligations ensuing from this agreement **in matters not expressly regulated by this agreement** in accordance with section 3 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and with section 87 subsection 1 of the Act No. 91/2012 Coll. on the Private International Law, as amended, **shall be governed by the laws of Czech republic** - concretely by Czech Civil Code, Czech Copyright Act and Czech tax laws.
6. The contractual parties agreed that they shall settle all disputes above all by mutual negotiation with the goal to arrive at a peaceful settlement of the dispute.
7. As for potential litigations arising out of this agreement not solved by mutual negotiation, **the contractual parties agreed** in accordance with the section 25 of the Regulation of the European Parliament and of the Council (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters and with the section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the section 89a of the Act No. 99/1963 Coll., Civil Procedure Act, as amended, **that any disputes that arise between parties in connection with this agreement shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.**
8. The contractual parties are aware of the fact that this agreement is to be published according to the Act No. 340/2015 Coll., Register of Contracts Act, as amended. This agreement is concluded on the day of its undersigning by both contractual parties and becomes effective on the day of its publication in the Register of Contracts. UP will publish this agreement in the Register and will announce the date of this publication to the licensee on the email address mentioned above.

On behalf of the licensee:

In Regensburg on 22. 6. 2023



On behalf of UP:

In Olomouc on 22. 6. 2023

doc. Mgr. Jan Stejskal, M.A., Ph.D.

Dean of the Faculty of Arts

Annex n. 1

THE BUDGET OF THE WORK

Title of the Work:

„Libuše sings. Musical-dramatic elaborations of mythological themes in Central European culture of the 17th-20th centuries.“

Author:

The work was created to fulfill the obligations arising from the employment relationship of [REDACTED] with UP in the framework of the project entitled „Libuše sings. Musico-Dramatic Adaptations of the Mythological Subject in Central European Culture between the 17th and 20th Centuries“, GAČR reg. no.: 20-14534S awarded under the GACR 2020 programme.

Calculation of the cost of publishing the work (excluding VAT)	
<i>Printing, binding</i>	32,132.00 CZK
<i>Computer typesetting, graphic design</i>	39,971.00 CZK
<i>Language editing, proofreading, graphic design, technical editing</i>	30,500.00 CZK
<i>Promotion and distribution costs, overhead</i>	22,496.00 CZK
Total costs of publication and distribution of the work	125,099.00 CZK
Reimbursement of costs by UP (price for publisher's services according to publisher's licence agreement)	53,719.00 CZK
Difference (paid primarily by the publisher)	71,380.00 CZK
Number of copies to be sold (= total number of copies - obligatory copies - copies for the author - copies for UP)	280 Pieces
Estimated publisher's income from the sale of 1 copy of the publication	250 CZK
Estimated total revenue from sales (= revenue from 1 copy x number of copies; without rebate)	70 000 CZK