## Contract

made this [22 November 2023]

## **BETWEEN**

Institute of Ethnology of the Czech Academy of Sciences (hereinafter called "the Client"), Na Florenci 3, 110 00 Prague 1, Czech Republic [taxpayer ID] CZ68378076 represented by Dr. Jiří Woitsch, the director.

and

**CEU Educational Service Non-profit LLC. (CEU Press),** (hereinafter called "the Publisher"), 1051 Budapest, Nádor utca 9, registration number: 01-09-913820, VAT number: 20342850-2-41, EU VAT number: HU20342850, represented by Márk Kiss, Managing Director.

WHEREBY it is mutually agreed as follows with respect to the work entitled:

## **Czech Silesian Identity and Collective Memory**

Johana Wyss [hereinafter called "the Author"]

(Content: Est. page numbers: approximately 300, and approximately 80,000 words with 6 photographs [4 coloured and 2 black&white photos], 4 map/tables and a completed index)

(hereinafter referred to as "the Work") as part of the project Transformation of Silesia 1945-1948, number 22-05263S, funded by the Czech Science Foundation (GAČR)

The Parties declare that the purpose of this Contract is to prepare the manuscript of the Work for print and to publish it. By signing the present Agreement the CLIENT grants to the PUBLISHER, **the sole and exclusive right of use** without time, territorial or any other restrictions for business and non-business purposes according to the conditions specified herein, regarding **The Work**.

- 1. The subject of this Contract includes in particular the following:
  - a. The Client shall provide the Publisher with the full, complete and edited manuscript of the Work with 6 photographs and 4 map/tables on **29 March 2024** attached to e-mail sent to the following e-mail address: kunosl@press.ceu.edu in Word doc/docx and PDF format.
  - b. The Publisher shall produce a book from the manuscript of the Work according to the following details:
  - Cover: hardcover and ebook

- c. The Publisher shall prepare the manuscript for publication by performing the following steps:
- copy-editing;
- additional proofreading
- processing of illustrations;
- cover design
- layout design
- Pre-press (typesetting, art adjustment)
- Printing
- Ebook conversion (epub)
- d. As soon as the proofreading is completed, the Publisher shall send the Manuscript of the book in electronic format to the CLIENT. The CLIENT shall send the electronic file back to the Publisher no later than 2 weeks after receiving the file from the Publisher. The Publisher shall incorporate the CLIENT's comments, if any, into the final version of the Manuscript.
- e. It is the CLIENT's responsibility to prepare a comprehensive name and subject index or arrange and bear the cost of compiling one. The index shall be provided at proof stage within two weeks of receipt of proofs and shall be prepared in all respects in accordance with the specified requirements of the PUBLISHER.
- f. As soon as the typesetting is completed, the Publisher shall send the Manuscript of the book in electronic format to the Client. The Client shall send the electronic file back to the Publisher on the agreed date after receiving the file from the Publisher. The Publisher shall incorporate the Client's comments, if any, into the final version of the Manuscript.
- g. On one of the first pages of the book, the Publisher shall place the message in the following wording: This publication is an outcome of the 'Transformation of Silesia 1945-1948', project number 22-05263S, funded by the Czech Science Foundation (GAČR)
- 2. The CLIENT guarantees that third party copyright does not confine the Publisher's right to publish and distribute the book.
- 3. The PUBLISHER, upon receipt of the **Open Access Book Process Charge** of €5,785 [five thousand seven hundred and eighty-five euros] excluding VAT from the CLIENT, agrees to publish the electronic version of the Work as Open Access.
- 4. The funds shall be transferred by the CLIENT in a one-off payment via bank transfer to the Publisher's bank account till **16 February 2024**. Bank account details:

Bank neve: ERSTE BANK AUSTRIA A.G.

Bank címe: Am Belvedere 1, 1100 Vienna

Számlaszám: 2011 1827 1866 6900 IBAN: AT532011182718666900 **SWIFT: GIBAATWW** 

Devizanem: EUR

- 5. The Publisher shall complete all works no later than **October 2024** and shall print one edition of the manuscript no later than **December 2024**.
- 6. Client copies. The CLIENT shall be entitled to receive 5 presentation copies of the hardback and 5 presentation copies of the paperback edition, should there be one, on publication of the Work. If the Work is published simultaneously in hardcover and paperback, only the paperback edition will be sent. The CLIENT shall be entitled to purchase further copies for personal use but not for resale at 40% discount and shall pay for such copies within thirty days of invoice. The CLIENT shall receive two copies of any sub-licensed printed edition on receipt by the PUBLISHER from the sub-licensed publisher.
- 7. The Publisher undertakes to distribute the title and to offer the title to the main bookselling services. The Publisher shall present the title on its own homepage and shall sell it in its own online bookstore.
- 8. During the term of this Contract and at all times thereafter the Publisher agrees that all of its staff shall treat all information concerning the Client as completely confidential.
- 9. Upon signing the document both contracting parties confirm that they have read and understood it and that it is in compliance with their intentions. This Contract and all disputes arising therefrom shall be governed by the Hungarian Civil Code and the laws of the European Union published in Hungary.
- 10. This Contract has been prepared in the English language, in 2 copies.
- 11. On the part of the CLIENT, the authorised contact person for the implementation of this Contract and for the collection of the published monograph on behalf of the Institute of Ethnology of the Czech Academy of Sciences is the AUTHOR, Johana Wyss, email: wyss@eu.cas.cz

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Márk Kiss

DocuSigned by:

Dr. Jiří Woitsch

managing director

Institute of Ethnology of the Czech Academy of Sciences for the Client

for the Publisher

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