



9781032807256 HB

9781032807249 PB

9781003498278 EB

**AUTHOR CONTRACT**

**Rosa Leah Stammer**

**This Publishing Agreement ('Agreement') is made this 24<sup>th</sup> day of January, 2024**

between

- (1) **University of West Bohemia**  
**represented by Jiří Hammerbauer, vice rector for creative activity and doctoral studies**  
**Univerzitni 2732/8**  
**301 00 Plzen**  
**Czech Republic**

(the 'Institution', which includes the Institution's executors, administrators, successors and assignees, as may be appropriate) of

and

- (2) **Routledge**, an imprint of Taylor & Francis Group, LLC, a State of Delaware limited liability company (the 'Publishers'), which includes the Publishers' successors in business, of

**605 Third Ave., 21st Floor, New York, NY 10158**  
**USA**

**Agreed terms**

**1 Licensor's Obligations**

- 1.1 The Institution agrees to deliver a work written, compiled or edited by the Institution's employee Stefanie Dach (the 'Author') in the course of her employment and provisionally titled

**Wilfrid Sellars on Truth: Between Immanence and Transcendence**

to be included in the series

**Routledge Studies in American Philosophy (Willem deVries and Henry Jackman)**

together with the Chapter Abstracts as set out in clause 1.2(c) below, and which work incorporates the materials specified in and is supplied to the Publishers in accordance with Schedule 1 to this Agreement (the 'Work').

- 1.2 The Institution will deliver to the Publishers by **July 31, 2024** (the 'Due Date'):

(a) the complete typescript of the Work in Microsoft Word format or another recognizably generic format such as Rich Text Formatting (RTF) which will be no longer than **90,000 words** (including the index, references, bibliography, figures and Illustrations (as defined below)). The foregoing must be prepared according to the Publishers' Guide for Authors as amended from time to time;



(b) all photographs, drawings, diagrams, tabular material and any other material as are necessary to illustrate and complete the Work (together the 'Illustrations'). The Illustrations supplied by the Institution will be ready for reproduction, and the Institution will be responsible for costs incurred if the Illustrations need correction or re-drawing. Each Illustration must include a caption and an alternative text description to assist print impaired readers ('Alt Text'). In addition, the Illustrations and other additional material will be returned to the Institution if the Institution requests this, but the Publishers will not be responsible for any accidental loss or damage to the Illustrations and other additional material while it is in their possession; and

(c) an abstract in respect of each and every chapter in the Work, being a summary of 100-200 words which outlines the content of that chapter (each a 'Chapter Abstract'). Should the Institution be unable or unwilling for any reason to deliver the Chapter Abstracts to the Publishers by the Due Date, the Publishers shall be entitled to arrange for the Chapter Abstracts to be prepared by another party in its sole discretion, and the Institution will, upon demand from the Publishers, reimburse the Publishers for all costs incurred by the Publishers in connection therewith.

### 1.3 The Institution will:

(a) be solely responsible for obtaining and paying for any third party permissions for the use of any material in which the copyright or any other intellectual property rights are owned by a third party, and when seeking such permissions, the Institution will obtain both print and electronic rights so that the materials can be used in both print and eBook formats of the published Work. Institution will deliver to the Publishers, with the typescript, a complete list of materials taken from other sources together with any relevant permissions;

(b) retain a duplicate copy of the Work, the Illustrations and all other material supplied to the Publishers; and

(c) by no later than the time that page proofs are approved for publication as described in Section 6, compile an index for the Work, of a length and nature acceptable to the Publishers. Should the Institution be unable or unwilling to compile an index the Publishers may arrange for its compilation and the cost will be charged to the Institution and/or deducted from any payments that may become owed to the Institution under Sections 9 or 10.

## 2 Acceptance for Publication

2.1 If the Publishers decide not to publish the Work, they will give the Institution their reasons in writing. As further provided in Section 2.2, below, the obligation to repay the Publishers any monies already paid to the Institution will depend on the Publishers' reasons for not publishing the Work, and may be discussed when the Agreement is terminated.

2.2 The reasons why the Publishers may decide not to publish the Work may include any of the following.



(a) The Institution fails to deliver any item mentioned in Section 1.2 by the Due Date, in which case the Publishers may decline to publish the Work, and have the right to demand the return of any royalty advance which has been paid under the terms of this Agreement and/or set off an amount against the royalties of other books contracted between the Institution and Publishers if necessary.

(b) The Work is delivered, but does not conform to the scope or content of the specifications agreed, or to the academic standard that might reasonably be expected. In this event the Publishers will have the right to request the Institution to make revisions to the Work. If the Publishers consider that such revisions are unsatisfactory in form and content, or the Institution is unwilling to make such revisions, then the Publishers may terminate the contract with written notification, and the Institution will promptly repay to the Publishers any monies already paid by the Publishers to the Institution in connection with the Work. When the Agreement is terminated, and upon repayment by Institution of monies already paid to Institution by Publishers, all rights granted to the Publishers in this Agreement will revert to the Institution.

(c) The Work delivered to the Publishers exceeds the agreed length by more than 5%. If so the Publishers may either request the Institution to make the necessary reductions, or reduce the royalty rates specified in Sections 9.1 (a) and 9.1 (b) below by half on the first printing of the Work.

(d) The Publishers consider it necessary to submit the Work for legal or other professional review, in which case acceptance of the Work will be conditional until any changes which may be requested by the Publishers as a result of such review, have been made by the Institution and accepted by the Publishers in writing.

### **3 Copyright; Grant of Publishing Rights**

#### **3.1 Copyright**

On creation, copyright of the Work vests in the University of West Bohemia. The Institution authorizes the Publishers to apply for a copyright registration of the Work and any revisions or other editions thereof throughout the world in the name of the University of West Bohemia. The Publishers will publish the Work with a copyright notice in the name of the University of West Bohemia.

#### **3.2 Grant of Publishing Rights**

(a) The Institution hereby grants to the Publishers the sole and exclusive right and license to produce and publish, and to sublicense others to produce and publish, the Work or any abridgement, adaptation or translation of the Work, or any part of the Work, in all forms and media, in all languages throughout the world for the full term of copyright, (including all renewals and extensions of that term).

(b) The rights granted to the Publishers in this Agreement, shall include but not be limited to:

(i) the rights specified in Sections 9 and 10; and



- (ii) the sole and exclusive right to edit, adapt, reproduce, publish, disseminate, enrich or otherwise make available and to license others to produce, publish, disseminate, enrich or otherwise make available the Work or any part of the Work in any digital, online or electronic form now known or later invented, in all languages throughout the world for the full term of copyright (including all renewals and extensions of that term) and the right to renew and extend such right.
- 3.3 The Author may use no more than 10% of material from the Work in academic or professional journals, and for the Author's professional purposes, provided that he/she informs the Publishers in advance, and acknowledges the Work and the Publishers.
- 3.4 If the Work is to be published in the United Kingdom, the Institution asserts to the Publishers the Author's moral right to be identified as the Author of the Work in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.
- 3.5 The Publishers undertake to place the following notice with due prominence in every copy of the Work published by them in the United Kingdom:
- 'The right of **Stefanie Dach** to be identified as the author of this Work has been asserted in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.'
- 3.6 Notwithstanding the provisions of Section 19, no accidental or inadvertent failure by the Publishers or by any third party to include such a notice shall constitute a breach of this Agreement or the Author's rights.
- 4 Institution's warranty and indemnity**
- 4.1 The Institution warrants to the Publishers that:
- (a) the Institution is the legal owner with full title guarantee of the copyright in the Work or to the extent that the Institution is not, has obtained all necessary permissions, and thus has full power to make this Agreement;
- (b) the Work is original (except for material in the public domain, and material included with written permission of the copyright owners), and that it has not previously been published in any form in the territories covered by this Agreement and does not violate or infringe any existing copyright or license, or any other right of any person or party;
- (c) the Work contains nothing libelous, obscene or unlawful, and that it respects the privacy of any individual(s) named therein and that all statements purporting to be facts are, to the best of the Institution's knowledge and belief, true;
- (d) all and any programs in the Work have been prepared with due care and attention and have been adequately tested; and



(e) any recipe, formula or instruction in the Work will not, if followed correctly, cause physical injury or damage to any person.

4.2 The Author will indemnify and hold harmless the Publishers against any loss, injury or damage, and any costs and expenses (including any legal costs or expenses, and any compensation costs paid by the Publishers) arising from any alleged facts or circumstances which, if true, would constitute a breach of the warranties.

4.3 All warranties and indemnities in this Section 4 will survive any termination of this Agreement.

## **5 Publishers' Activities**

5.1 If the Publishers accept the Work for publication in accordance with the provisions of Section 2, then unless they are prevented from doing so by circumstances beyond their reasonable control and subject to the Institution's compliance with the terms hereof, the Publishers will publish the Work at their own expense as soon as practicable and no later than eighteen months after full delivery of accepted Work from the Institution.

5.2 The Publishers will have the right to make any decisions they see fit concerning the production, design, publication, marketing, sales, distribution, licensing, permissions and pricing of the Work, including the number of copies printed, format, paper, printing, binding, jacket and cover designs. The Institution expressly acknowledges and agrees that the Publishers shall have no liability to the Institution or any other person under this Agreement or otherwise in connection with any such decisions.

## **6 Proofs and alterations**

Following acceptance by the Publishers of the Work, the Publishers will prepare and deliver proofs to the Institution. The Institution will read and correct the proofs of the Work and will promptly return them to the Publishers. If the Institution fails to return the corrected proofs at the time agreed with the Publishers, the Publishers will consider the proofs as being approved by the Institution for publication. Any alterations made by the Institution to the proofs, or to the finished artwork (other than the correction of the Publishers' or printers' errors) may be charged to the Institution at cost per line changed. The Publishers, at their sole option, may request the Institution to pay these charges directly to the Publishers, or may deduct such charges from any payment due or payable to the Institution under this Agreement.

## **7 Free copies**

7.1 The Publishers will send to the Institution immediately after first publication of the Work six (6) free copies of the Work in the first format in which it is published.

7.2 The Author and Institution will be entitled to purchase directly from the Publishers at the current author discount rate (which will be applied to the list price of the book at time of purchase), additional copies for personal use, and for re-sale at events and workshops organized by the Author or Institution, or where the Publisher will not be displaying or selling the Work. The Author will also have the right to purchase other publications of the Publishers at current author discount rate for personal use only. The Author will pay the



Publishers in advance for any such orders, and except for orders sent by surface mail to addresses in the United States, will pay the postage costs.

7.3 The Publishers will also provide the Institution with access to one copy of any eBook or online version of the Work that they produce.

**8 Conflicting publications**

Subject to the provisions of Section 3.3, the Author warrants that during the continuance of this Agreement no material written, compiled or edited by the Author will be published which may reasonably be considered by the Publishers to directly compete with and/or tend to lessen the sale of the Work (a 'Conflicting Publication'), unless the Publishers have granted permission for such Conflicting Publication to be published. In addition, the Author warrants to the Publishers that no Conflicting Publication has already been published and undertakes that he/she will not enter into any agreement to publish a Conflicting Publication.

**9 Rights, Royalties and Payments to the Author**

9.1 Unless otherwise agreed in writing by the parties, the Publishers will pay royalties at the rates set out in Section 9.1 (this Section) to the University of West Bohemia in respect of the following sales of the Work.

(a) Hardback sales:

2.5% of the actual amounts (also referred to as net receipts) received by the Publishers on all copies sold throughout the world

(b) Paperback sales:

5% of the actual amounts received by the Publishers on all copies sold throughout the world.

(c) Rental of whole or part of the Work:

2.5% of the actual amounts received by the Publishers on receipts from rentals throughout the world.

(d) Sales of the book in electronic form (i.e. a copy of the Work which can be or is read, viewed, downloaded, or podcasted by the reader in or by a digital format, whether or not available over the World Wide Web):

2.5% of the actual amounts received by the Publishers on all copies sold throughout the world.

(e) Book club sales:

5% of the actual amounts received by the Publishers.

(f) Sale of rights for an edition sold to or printed by another publisher and subject to a royalty Agreement:

50% of the royalties actually received by the Publishers.



(g) Special discount sales:

On all sales at 50% or more off the UK or US published price, 5% of the actual amounts received by the Publishers.

(h) Customized text sales:

If the Publishers include a substantial part of the Work with the Work of other Authors, e.g. for course use, the Author will receive a share of the royalties in the customized text in proportion to the percentage of the Author's text used. The total royalties payable on any customized text will be 10% of the Publishers' net receipts.

(i) Remainder sales:

5% of the actual amount received by the Publishers in respect of all copies of the Work remaindered above cost.

(j) Audio and video rights:

5% of the actual amount received by the Publishers.

9.2 All royalties specified in Section 9.1 will be calculated on the Publishers' sales exclusive of any copies remaindered at or below cost, returned, destroyed in transit, provided for review, or given free to the Author.

## 10 Subsidiary rights and Royalties

10.1 Unless otherwise agreed in writing by the parties the Publishers will pay to the University of West Bohemia the following percentages of the net amounts received by the Publishers from any sales of the following rights in the Work.

(a) Anthology and quotation rights 25%  
*i.e. The exclusive right to publish, and to license others to publish, extracts from the Work in book or eBook form, including all original maps, plans or illustrations supplied by the Author.*

(b) Book club rights (where the book club produces its own edition) 50%

(c) Reprint rights licensed to another publisher 50%

(d) Translation rights 50%

(e) Coursepack rights 25%  
*i.e. The right to reproduce, or license others to reproduce, extracts from the Work in a collection of material designed to support a module or course of study.*

(f) Electronic and Mechanical reproduction rights 25%  
*i.e. The right to license others to reproduce the Work, or parts of it, by electronic, mechanical or any other form of copying, recording or transmission, including without limitation, copying or recording by phonographic, photographic, magnetic or laser means onto film, microfiche, slides, filmstrips, transparencies, audio and video cassettes and CDs,*



*floppy disks, computer software media, or any other human or machine-readable medium, and the broadcast or transmission of these.*

(g) Non-commercial rights for the Print Handicapped Zero%  
*i.e. The Publishers may authorize free of charge the reproduction or recording of the Work in Braille or as a Talking book, or as a microfilm, cassette or PDF file for the exclusive use*

*of blind or handicapped people. This permission will only be granted for the material to be used on a non-commercial basis.*

(h) Serial rights, film rights, drama and performance right, merchandising and commercial rights 10%

(i) In respect of any subsidiary rights not specified above, payments to the Author shall be mutually agreed in writing.

10.2 The rights granted by the Author in this Agreement shall include (where appropriate) the right to publish or license the publication of the Work in all formats now known or later invented.

## **11 Royalty Disputes**

The existence of a dispute over the royalties shall not prevent the Publishers from continuing to exploit the rights granted under this Agreement.

## **12 Copyright Clearance Center**

12.1 In addition to dealing with direct requests for subsidiary rights as detailed above, the Publishers have empowered the Copyright Clearance Center (C.C.C.) to grant non-exclusive licenses to reproduce by photocopying, other reprographic means, digitally in electronic form, and for use in anthologies, and course packs, Works published by the Publisher. The Publisher will divide any monies received from CCC equally between the Institution and the Publisher.

12.2 The Publishers have also empowered the Copyright Licensing Agency (CLA) of the United Kingdom to grant non-exclusive licenses to reproduce by photocopying, other reprographic means, and digitally in electronic form, Works published by the Publishers. The Work will be included with those Works, and the CLA will divide the proceeds from reprographic reproduction of the Work authorized by the CLA equally between the Institution and the Publishers.

12.3 The Institution will receive the Institution's share of the proceeds from the CLA direct from the Authors' Licensing and Collecting Society (ALCS) of the UK in accordance with ALCS standard terms and conditions.

## **13 Royalty Accounting**

13.1 The Publishers will prepare twice annually clear statements of the sales of the Work to the 30<sup>th</sup> day of June, and 31<sup>st</sup> day of December, and these accounts will be sent to the Institution, together with any payment due, on the following 30<sup>th</sup> September and 31<sup>st</sup>





March respectively. If the Institution's earnings from all rights licensed in any accounting period are less than \$50, no statement will be sent, or payment made, and the amount will be carried over to the next accounting period.

- 13.2 The Institution or his/her representative may, if they make a written request with reasonable notice, examine the Publishers' accounts as they relate to the Author's Work, once in any accounting year.

**14 Tax**

The Publishers will deduct, from any money due to the Institution under the terms of this Agreement, any payments that the Publishers have a legal obligation to deduct in respect of tax, duty, or similar levy.

**15 Copyright infringement**

- 15.1 If the Publishers consider that the copyright in the Work has been infringed they may at their sole discretion be entitled to take proceedings in their sole name and shall retain any sum received by way of damages. The Publishers shall retain the right to defend any such claim or shall, if the Publishers deem appropriate, make a settlement on any such claim, at the Publishers' own discretion, and the Institution shall co-operate fully in defense of any such claim.

**16 New editions**

- 16.1 If the Publishers consider that a new edition of the Work is needed, they will notify the Institution in writing.
- 16.2 At the Publisher's request and subject to such other terms and conditions as it may reasonably specify in its sole discretion, the Institution shall prepare and deliver a manuscript for a revised edition of the Work. Subject to the provisions of this Clause 16, each revised edition shall be deemed to be covered by the terms and conditions of this Agreement to the same extent as if it were the Work referred to in this Agreement; except that there shall be no advances or grants payable in connection with revisions or future editions (if any) of the Work unless such advances and/or grants are expressly agreed to in writing by the Publisher and the Institution. The Institution is allowed to designate another employee to prepare a manuscript for a revised edition of the Work.
- 16.3 If the Institution is unable or unwilling to revise and update the Work, the Publishers may, after informing the Institution of their intention in writing, arrange for a competent person(s) to do so, and may deduct any cost reasonably incurred by Publishers of doing this from any sums payable to the Institution.

**17 Option on Future Work**

The Author grants to the Publishers the right of first refusal of (including the first opportunity to read and consider for publication) the Author's next work suitable for publication in volume and/or electronic form, and the Author will not offer such work for publication to any other publisher until an offer made by the Publishers has been considered and declined. If terms for publication of the new work have not been agreed



with the Publishers within three months of receipt by the Publishers, the Author will be free to enter into an agreement with any other publisher.

**18 Out of Print**

When, in the sole judgment of the Publishers, the demand for the Work is no longer sufficient to warrant keeping it available for purchase, the Work may be allowed to go out of print. If within six months of a written request by the Institution, the Publishers do not make the Work available for purchase in at least one English language edition, in any format, including copies manufactured on demand or electronically transmitted, then this

Agreement will terminate, and all rights granted to the Publishers under this Agreement will revert to the Institution.

**19 Termination**

19.1 Should the Publishers by themselves or anyone acting on their behalf fail to fulfill or comply to a material extent with any of the conditions accepted by them in this Agreement within 60 days of receipt of written notice from the Institution of that failure, or should the Publishers go into liquidation (other than voluntary liquidation for the purpose of reconstruction only), or have a Receiver appointed of the Publishers' business then all rights will revert to the Institution and this Agreement will terminate automatically.

**20 Entire Agreement**

This Agreement constitutes the entire and sole Agreement between the parties with respect to its subject matter and supersedes any and all previous Agreements and understandings, whether written or oral. No addition to or modification of any provision of this Agreement or consent granted pursuant to it, shall be binding upon the parties unless it is in writing and signed on behalf of the Institution and the Publishers.

**21 Arbitration**

a) If any difference arises between the Institution and the Publishers concerning the meaning of this Agreement or the rights and liabilities of the parties, it will be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire in accordance with the rules of the American Arbitration Association. Any such arbitration shall take place in New York, New York unless otherwise agreed by the parties.

b) This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, subsidiaries, successors and assigns of the parties.

c) All notices given hereunder shall be in writing, and shall be sent by registered mail to the parties at their respective addresses hereinabove given.

d) If any provision of this Agreement is held to be invalid or unenforceable, that provision shall not affect the remainder of this Agreement. If any provision is held to be too broad, that provision shall be deemed valid to the extent the scope and breadth of the provision are permitted by law.



**22 Assignment**

- 22.1 The Author may not assign, sublicense, subcontract or otherwise transfer his/her rights or obligations under this Agreement without the prior written consent of the Publishers.
- 22.2 The Publishers may assign, sublicense, subcontract or otherwise transfer its rights or obligations under this Agreement.

**23 Force Majeure**

The parties shall not be in breach of this Agreement if they are prevented from carrying out any of their obligations because of circumstances beyond their reasonable control in

which case the time permitted for the parties to fulfill those obligations shall be extended by a period equal to the period of the effect of those circumstances or that delay.

**24 Legal interpretation**

Each party to this agreement irrevocably agrees that this Agreement will be subject to and will be interpreted in all respects in accordance with New York law and that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in New York in accordance with the provisions of Section 21.

**AGREED AND ACCEPTED BY:**

Signed by Jiří Hammerbauer,  
for and on behalf of the University  
of West Bohemia

.....  
Jiří Hammerbauer

.....  
Date

Signed by Tony Bruce  
for and on behalf of  
**TAYLOR & FRANCIS GROUP, LLC**

.....  
Senior Publisher

.....  
Date



## **Schedule 1**

### **Electronic version of the manuscript**

A copy of the final version of the manuscript should be supplied electronically via email, USB, or CD. Each chapter should be stored in a separate folder (labelled clearly e.g. Ch\_1, Ch\_2 etc) and a separate text document.

Each illustration must be supplied as a separate file, e.g. fig1.1, and table 1.1. The files should be placed in the appropriate chapter folder.

Please use Microsoft Word for the text. Illustrations should be supplied in TIFF or JPEG format at 300 dpi with a minimum proportional width of 4 inches (100mm). We occasionally accept images in other file formats, however, other formats may incur extra production costs and we reserve the right to reject them should they not be suitable. If in doubt, please ask your Commissioning Editor to contact Production.

### **Copyright/permissions**

Permission needs to be sought and gained for the use of material from third-party sources, and all related correspondence needs to be supplied with the manuscript (unless an agreement to the contrary has been made with the editor). Please ensure you obtain permission to use third-party material in both the electronic and print versions of your book as we publish most of our books simultaneously in print and eBook formats.