

AUTHOR CONTRACT

You as the Author

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and We as the Publisher

Walter de Gruyter GmbH, Genthiner Str. 13, 10785 Berlin, Germany

conclude the following Agreement regarding the publication of a Work:

Subject of the Agreement

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Royalty (§8)

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The „General Terms and Conditions for Author Contract“ issued to you on 14.03.2024 are an integral component of this contract.

For and on behalf of the Author:

09/04/2024

Date

10/04/2024

Date

Mgr. Zdeňka Filipová, Faculty Bursar

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Work: the content to be published as printed and electronic edition.

Author Contract: the actual agreement, which is issued to you as a cover page to these terms and conditions.

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- 5.1. **Rights of Use:** You assign to us, for the purpose of ensuring the optimal distribution and availability of your work the right:
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 - b) To produce machine-readable forms of your Work (including digitization) and to store it electronically in all storage media, including in our own databases and those of third parties, such as Amazon or Google;
 - c) To make your Work available in part with "look inside" functionality, for example on Amazon or Google;
 - d) To reproduce and make available your Work in electronic form, particularly as eBook, database, and/or other forms of electronic media and within the scope of internet services or other online uses or in interactive multimedia production;
 - e) To make your Work available in public or closed user groups at the location and time of their choice (for example, eBook use in libraries) as well as reproducing it on monitors or other scanners and to be printed by the user as many times as the user wishes, in whole or in part, including as prepublication or in excerpt;
 - f) To reproduce and distribute your Work on any and all data carriers, for example DVD, CD-Rom, flash drive;

- g) To save your Work or parts of it in our own or external databases in order to gain information on its pattern and characteristics through automated analyses and allow machine learning; this includes training models with the ability to generate new data from learned patterns and characteristics (generative Artificial Intelligence).

- 5.2. **Ancillary Rights:** You also assign to us, for the purpose of optimally exercising the rights to your Work, the right:
- a) To translate it into other languages and to use the translation;
 - b) To print it in whole or in part as a prepublication and/or as subsequent reprint, including in newspapers and periodicals (for example in reviews);
 - c) To publish it in whole or in part in our other publications or publications of another publisher, including in abridged form;
 - d) To produce or license as a paperback, or as a popular or special or reprint edition;
 - e) To reproduce and distribute it in a collected works edition and in compilations, even after 20 years have elapsed since the first publication of the Work;
 - f) To reproduce and distribute it by all other means, including photocopying, photomechanical reprinting, or as Braille embossing;
 - g) Of rendition, including rights to recitation, performances, and broadcast in radio or television media or internet;
 - h) To transfer it, in full or in part, to sound recordings, image or image-sound recordings as well as the right to their reproduction, distribution, and reproduction to the public;
 - i) To use it in collections for use in church, school, or instructional settings.
- 5.3. **Extension of Rights:** Unless otherwise specified in the *Author Contract*, you grant all usage rights and ancillary rights to us as exclusive rights without any restriction as to content or territory for the duration of the copyright and for all editions and printings. We may exercise these rights but are under no obligation to do so to the extent described here.
- 5.4. **Unknown Types of Use:** You grant us the exclusive and permanent rights without any restriction as to content and territory for all forms of media of expression now known or that will be developed in the future. The grant of rights extends to the exercising of rights through us or through the grant of these rights to a third party.
- 5.5. **Transferral to Third Parties:** You grant us the right to transfer all rights listed here to third parties and/or to license the Work to third parties. We require these rights in order to fulfil certain sales models such as online use through aggregators (platforms that curate content for specific usage by customers and give us a share of the proceeds). We naturally require that all licensees provide appropriate attribution to you, the copyright holder.

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In the case that we have mutually agreed to publish your Work as Open Access, the following conditions apply in addition:

- 6.1. You are free to publish your Work according to a Creative Commons license (<https://creativecommons.org>), as of a date agreed upon with us. You choose the appropriate license when discussing the contractual details with us (see

Author Contract). You have the choice of Creative Commons licenses of the version 4.0, for example:

- a) CC-BY (Attribution)
 - b) CC-BY-NC-ND (Attribution-NonCommercial-NoDerivatives).
- 6.2. We will provide you with the final version of your Work as a PDF file. This is the version that is published Open Access.
- 6.3. We will publish your Work as a freely available eBook on our website under the license you have chosen and which is shown in the *Author Contract*.
- 6.4. According to the license stated in 6.1, you are of course free to put the eBook version of your Work on your own homepage, a university or institutional repository, or any website of your choice.

7. Manuscript / Content

7.1. General:

- a) Our goal is to make the publication process as quick and smooth as possible. Depending on the type of production method chosen, you either deliver your Work as a camera-ready copy manuscript (§7.2); a manuscript to be typeset (§7.3); or via the direct insertion of data in a content management system (§7.4). The deadline and type of content delivery is shown in your *Author Contract*.
- b) Should your Work be published as a volume in a series or a contribution to a volume or database, we and the editors are authorized to change your Work after prior discussion with you, or to ask you to make changes in order to keep the consistency of the series, the volume, or the database.
- c) In addition, to ensure quality of your Work before final acceptance, we are authorized to ask a third party to review the Work. Should revisions be necessary, you will be asked to perform these. Should you be unable or unwilling to do so, we reserve the right to deny acceptance or publication of your Work.
- d) Our customers and readers are interested in the most precise information possible regarding your Work. Please inform us immediately as soon as you become aware that you will not be able to deliver by the date agreed upon in the *Author Contract* or that the manuscript deviates by more than 10% of the length agreed upon.
- e) If your Work contains an index, you are required to create an index according to our technical specifications. If the publication date is delayed by more than 6 weeks as a result of index preparation, we reserve the right to publish the Work without an index. In the electronic version of the Work, the full-text search replaces the need for a separate index.
- f) If you cannot adhere to the manuscript length or the submission deadlines agreed upon with you in your *Author Contract* (e.g. delayed delivery of the Work), we reserve the right to set a new deadline or to plan a different form of publication. If the second deadline also cannot be kept, we reserve the right to deny publication or to reduce your royalty.

7.2. Manuscript as Camera-Ready Copy (CRC)

- a) A camera-ready copy is a ready-to-print manuscript and is printed exactly as you have formatted it and delivered

it to us. You submit the manuscript electronically as a PDF file.

- b) The fonts (typography) needed to prepare the CRC manuscript are licensed by us and are provided to you for the exclusive purpose of preparing the Work by you yourself or a person named by you. You agree to take care that only one person receives the license to use the fonts. Further, you agree that you or the person named by you will not use the fonts for any other use, nor sell or otherwise distribute the fonts, and you or the person named by you will delete the fonts upon final completion of the Work; the license to you expires upon publication of the Work.
 - c) Please send us sample pages early in the process so that our production department can check and provide feedback before the entire manuscript is formatted.
 - d) You signal your approval for printing (*imprimatur*) upon delivery of the final print file. There is no separate proof stage for a CRC manuscript.
 - e) Our production department will support and advise you in all stages of the process in all technical and typographical issues. We retain the right to decide when the manuscript is ready for print from a technical and typographical point of view.
- ### 7.3. Manuscript for Typesetting
- a) This option is for manuscripts that will be professionally typeset. You submit the manuscript to be typeset as an electronic file, usually in the format docx, tex, rtf, or indd. Formulas and tables should not be anchored in the manuscript as images. In addition, we require a PDF file or a definitive printout for comparison including reproducible copies of illustrations / high-resolution image files.
 - b) After the manuscript has been prepared by our typesetter, we provide you with proofs for corrections. In most cases, you will receive proofs in electronic format as a PDF file or via a web-based online proofing system. We ask for your understanding that we generally provide one set of proofs for correction and a second set of proofs for your approval for printing (*imprimatur*).
 - c) The first set of proofs is provided for you to check the manuscript conversion to typesetting. Please check these proofs carefully for any mistakes (e.g., word breaks) that may have occurred during the process. Kindly note that only minor content corrections can be done at this late stage. If the index entries were not already anchored in the manuscript, we will ask you to do this during the first correction stage.
 - d) The second set of proofs is simply to check that any corrections marked in the first proof run have been carried out, and for you to provide your approval for printing (*imprimatur*), if need be under the condition that final corrections be carried out before the work is printed. We will check these final corrections internally in order to ensure punctual publication of your Work. We retain the right to decide when the manuscript is ready to print from a technical and typographical point of view.
 - e) We ask for your cooperation in keeping the number of corrections at a reasonable and necessary level. Changes to the Work after the submission of the final manuscript are very costly. We cover the cost of corrections up to two per printed page, and reserve the right

to charge you if changes made beyond that result in excessive costs and/or if these changes require additional print runs. This does not apply if corrections are required due to errors in the typesetting process or due to new academic findings or legal decisions.

7.4. Writing and Submitting via a Content Management System (CMS)

- a) Particularly in the case of encyclopedias, dictionaries and reference works, which are often published “ahead of print,” we may use a so-called Content Management System (CMS), which is individually configured for each Work.
- b) We provide the CMS to you, and we request that you use it to write and submit your Work. You will receive an invitation to the system and all relevant supporting guidelines and documentation.
- c) Reviews by the series or volume editors or in-house editors as well as manuscript revision and corrections are done directly in the CMS. Please follow the style and content guidelines to avoid unnecessary delays.
- d) At the relevant point in the process, you will be contacted to provide your approval for publication of the content (not the form). Please make only those corrections which are absolutely necessary at this time. Changes to content are no longer possible, as they can no longer be reviewed. If you do not respond to the call for approval by the given deadline, approval will be assumed.
- e) We support your work in the CMS with detailed instructions and guidelines, and are personally available if there are problems. Any decisions regarding bug fixes or other technical issues will be made solely by us.

8. Royalties

In the case that a royalty has been agreed upon, the details will be included in the *Author Contract*, whereby the following applies:

- 8.1. Our royalties are fixed royalties and royalties based on sales.
- 8.2. Unless otherwise agreed upon, the basis of the sales royalty is a percentage of the net proceeds from the sale of paid copies of your work. The net proceeds are defined as the list price or the user fee for online use minus any statutory tax included in this price and minus any discounts granted. In some of our business models, such as package sales or online use by aggregators, the calculated net proceeds for a single work can be very low. However, it is important to us to assign to your work any and all proceeds received for inclusion in the royalty payment.
- 8.3. No royalties are due on copies produced in addition to the sales print run for use as free copies or on free access to electronic versions of the work.
- 8.4. Advanced payments will be deducted from the royalties accrued.
- 8.5. Unless otherwise agreed upon, the total royalty due will be divided equally amongst all Authors party to this agreement.
- 8.6. The publication of any work is an investment for us. Therefore, the payment of royalties may be dependent upon a certain number of copies sold or on an edition beyond the first edition.
- 8.7. In the case that we grant a license to a third party for your Work, you will receive a participation in the net proceeds

of these license fees if this has been agreed upon in the *Author Contract*. The net proceeds are defined as the amount paid to us by the licensee minus any broker commissions for third parties, fees for revisions, fees to the collecting societies (such as the German VG Wort) or similar organisations, taxes and duties, fees to be paid for third parties or other outside expenses in connection with the execution and performance of the relevant license agreement.

- 8.8. We require your bank details and - as stipulated by German law - your tax number or VAT identification number in order to make any payment to you. If you are subject to payment of VAT under German law, we will add this to the royalty payment.
- 8.9. Invoices and payments of the sales fee and license shares are made annually by June 30 for the previous calendar year. The amount and payment of fixed fees are regulated in the author's contract.
- 8.10. Sums of under € 100 will not be paid out to accounts outside of the SEPA countries (Single Euro Payments Area) in order to avoid unreasonable administrative expense. These sums will be added to the next statement and paid out as soon as the total sum reaches € 100.
- 8.11. If you are not a resident of Germany, you are subject to withholding tax, which is withheld by us and paid to the tax authorities. The double taxation agreement (DTA) regulates the amount of tax to be withheld.
- 8.12. If the annual limit of EUR 5,000 is exceeded, you should apply for an exemption. Without submission of such an exemption certificate, we would have to pay the statutory tax.
- 8.13. Expenses, such as travel costs, additional expenses for meals, overnight stays) will only be paid by us if expressly agreed in writing. You can only receive reimbursement of expenses if you send us the relevant receipts.

9. Publication Subsidy / Open Access Fee

- 9.1. All fees mentioned in No. 9 have to be paid after invoicing plus VAT in legal amount if not differently mutually agreed in the *Authors contract*.
- 9.2. A publication subsidy may be required for some works.
- 9.3. If we have come to a mutual agreement to publish your Work as Open Access, an Open Access fee is generally required.
- 9.4. The payment of the publication subsidy or the Open Access Fee is generally due upon publication of the work. The publication subsidy or the Open Access fee is not subject to reimbursement.
- 9.5. We will be happy to support you in applying for any outside funding by providing any necessary calculations or paperwork, and will fulfil funder requirements.

10. Free Copies

- 10.1. The amount of free copies for your personal use will be agreed upon. You may acquire further copies of your own Work as well as all book titles from your publisher, including eBooks, at a discount of 30% off the retail price. You receive a discount of 20% off the retail price on individual subscriptions and individual issues of journals. You may not sell free copies or copies purchased at a discount.
- 10.2. If your Work is a contribution to a volume or a database, the German book pricing laws stipulate that we can only offer you the above discount on all non-German-language book titles, including eBooks.

11. Subsequent Editions, Revised Editions

- 11.1. A number of factors are relevant when considering a subsequent or revised edition, for example, the economic feasibility of the work, as well as the topicality or the accuracy of the scientific findings.
- 11.2. Should you wish to publish a new edition of your Work, please inform us and we will review your suggestion in light of the criteria above.
- 11.3. Should we decide against publishing a new edition of your Work, we will contact you to discuss alternative options.
- 11.4. Should we decide to publish a new edition of your Work, we will communicate to you our decision and negotiate with you a publication plan. You agree to revise the Work according to the current state of the academic discussion and submit it to us for publication.
- 11.5. Should you not be willing or able to perform the revisions yourself, you may suggest a third party to us. We agree not to reject this suggestion without good reason. If you do not wish to make a suggestion, we are authorized to assign the revision to a third party.
- 11.6. In the case of revision by one or more third party/parties, we are entitled but not obligated to continue to use your name in the title of the Work.

12. Remainders

Because our warehouse capacities are limited, we regularly check if our printed stock can be reduced. Through digitisation and print-on-demand, we can keep the majority of our titles available and in print without keeping physical stock on hand. We reserve the right to pulp or sell any remaining stock at a reduced price.

13. Legal Succession

- 13.1. The legal situation must be defined in case of succession. Our obligations and duties according to the *Author Contract* will transfer for your heirs in full, with the exception of paragraph 11.
- 13.2. If, in the event of death, the first edition of the Work is not yet completed, we are entitled to withdraw from this agreement. No claims from your heirs can be asserted against us. We may take over the partial manuscript and have it completed by a third party, while observing your personal rights.

14. Termination

- 14.1. We are entitled to terminate the *Author Contract* in writing with immediate effect if our cooperation on the Work can not be completed as planned, e.g. if you are unwilling or unable to complete the Work. If we have made substantial investments at the time of termination, all rights assigned remain with us. We reserve the right to reclaim any payments already made to you.
- 14.2. You are also entitled to terminate the agreement in writing with immediate effect, e.g. if we are liquidated. In this case, all rights revert back to you.
- 14.3. In the case of termination, we retain the right to continue to distribute any copies of the Work that have already been produced. All license agreements remain in place and will be transferred to you. We may continue to make the electronic version of your Work available on our platform in order to fulfil obligations to customers who have purchased those versions.

- 14.4. If your Work is published as part of a series or as a contribution to a volume or database, we are entitled to terminate the *Author Contract* with immediate effect if the contract with the editor expires or is terminated, or if the series or database has been terminated. In this case, we will do our utmost to publish your Work as a stand-alone volume or to include it in another series.
- 14.5. You agree to forgo your extraordinary termination option according to German law for the non-publication of a contribution in a periodical, e.g. yearbook (§45 Para. 1 Verlagsgesetz).

15. Data Protection

We are committed to the responsible handling and processing of the personal data we collect from you. Details can be found in our data protection policy for authors and editors on our website (<https://www.degruyter.com/cms/pages/privacy-policy?lang=en>). A printed copy will be provided to you upon request.

16. General Provisions

- 16.1. Unless otherwise agreed upon, all provisions of this agreement are valid and binding for both your legal successors as well as our legal successors.
- 16.2. Revisions and amendments of this agreement must be made in writing. This applies also to a renunciation of the written form requirement. Oral agreements on a renunciation of said written form requirement are invalid. The written form requirement is met by transmitting via email a scan of a personally signed document or by means of a simple or qualified electronic signature (e.g., AdobeSign). Electronic communication (e.g., email) does not act as written form. No oral or written ancillary agreements have been made.
- 16.3. Should individual provisions of this agreement become invalid or unenforceable, this shall not affect the validity of the remaining provisions. You and we are bound to replace the invalid provision with a valid one that corresponds to the purpose and meaning of the invalid one. The same shall be applicable to any gaps in this agreement.
- 16.4. The laws of the Federal Republic of Germany apply to this agreement, particularly the German Civil Code, German Copyright Law, and German Publishing Law.
- 16.5. Place of fulfilment and jurisdiction is the location of our headquarters in Berlin, Germany, to the extent legally possible.

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