



## Publication Agreement

Brepols Publishers

Contract no. 6199

09 May 2024

### BETWEEN

**The Institute of Philosophy of the Czech Academy of Sciences, Jilská 1, 110 00 Praha 1, Czech Republic,**  
Represented by the director Petr Kitzler on behalf of Eliška Kubartová  
Hereinafter referred to as "the Editor";

### AND

**BREPOLS PUBLISHERS N.V./S.A., Begijnhof 67, B-2300 Turnhout, Belgium,**  
VAT number BE0463139762, Trade Register of Turnhout  
Represented by the managing director, Paul De Jongh  
Hereinafter referred to as "the Publisher";

### REGARDING THE WORK

Provisionally entitled: *Marian and Magdalenian Laments From Medieval Bohemia*;  
in the series Playtexts of European Medieval Drama;  
Hereinafter referred to as "the Work".

Whereas the Editor wishes to have the Work published and distributed by the Publisher, it is mutually agreed as follows:

#### Article 1 – Rights

- 1.1 The Editor grants the Publisher the exclusive right to reproduce, make public, publish, commercialise and disseminate the Work, including licensing of these rights to third parties, by the following means
  - 1.1.1 in printed format, e.g. (part of a) book, journal, miscellany;
  - 1.1.2 through mechanised, electronic, photographic or magnetic audio-visual media, e.g. CD-ROM, CDI, DVD, DVD-ROM, microfilms, microfiches, memory card, braille, films, transparencies;
  - 1.1.3 via networks or through data broadcasting with radio waves, cable, telephone lines or satellite (e.g. Internet or intranet, open or closed, online or offline, as a downloaded file or through a connection, simultaneously or delayed, directly or through a third party), regardless of the technique, platform or device (PC, e-reader, pda, mp3 or mp4 player, smartphone etc.) used for access, e.g. e-book;
  - 1.1.4 by transmitting, saving and offering the Work in digital format in order to convert it to a physical form at a later stage, by means of a special device or a device which, without having been designed for that purpose, produces a similar result, eg. print-on-demand, burn-on-demand etc.
- 1.2 The Editor grants the Publisher the complete rights of partial or complete adaptation or translation and reproduction of this adaptation or translation, in any of the abovementioned media. The Publisher shall inform the Editor of any proposed adaptation or translation of the Work and shall take into account the comments of the Editor. If no consent is reached between Editor and Publisher, the Publisher shall take the final decision.



- 1.3 The Publisher shall endeavour to maintain the final appearance of the Work appropriate on publication. However, the Editor understands and accepts that in case of digital or print-on-demand publication, the physical appearance may be affected by evolving software or devices or by a third party agent or user.
- 1.4 In case of a digital publication, the Editor grants the full and exclusive right to the Publisher to conclude agreements with third-party archiving bodies that shall guarantee perpetual access to any digital material of the Work. In order to guarantee the rights of purchasers, such a third-party archiving service shall be entitled to offer the digital material for any period where the Publisher or the Publisher's legitimate beneficiary is unable to provide access to that material. Notwithstanding article 8 below, this provision shall pertain.
- 1.5 The rights granted in this article are in no way restricted or limited. The transfer of rights shall have effect in all places, worldwide, for the duration of the copyright protection of the Editor and his or her assignees, according to Belgian and foreign law and international conventions, present and future, including the possible extensions of the duration.
- 1.6 If the Publisher decides to cease the publication of the Work, the rights granted in this Agreement shall only revert to the Editor upon explicit request by the Editor.

#### *Article 2 – Copyright Indemnification*

- 2.1 The Editor shall guarantee the Publisher that the Work offered for publication is original and unpublished, and that it is in no way an infringement of existing copyright. The Editor shall indemnify the Publisher against any claim or eviction and against any loss, injury or damage resulting from any breach of this guarantee.
- 2.2 The Editor guarantees that all text excerpts, illustrations or other (photo- ) graphical elements offered for publication are in no way an infringement of existing copyright, with all the necessary permission for printed and digital publication. For these items, the Editor shall submit, with the typescript copy, full and correct bibliographical references or credit lines as appropriate. If text excerpts, illustrations or other (photo- )graphical elements may not be published by one (or more) of the means listed in article 1, the Editor grants the Publisher the right to publish the Work by these means without these text excerpts, illustrations or other (photo- )graphical elements.

The Editor shall be responsible for gaining permission from and correctly acknowledging all persons who have contributed to the realisation of the Work, including all persons who have left the project before the supply of the typescript.

- 2.3 1. The Editor(s) and Contributors may disseminate the published version of the Work or of their Contribution for example on a personal webpage, on the webpage of the Institution to which they are affiliated, or on institutional or thematic repositories under a Creative Commons CC 4.0: BY-NC license. The volume will also be available at [www.brepolonline.net](http://www.brepolonline.net).
2. The Institute of Philosophy of the Czech Academy of Sciences will pay the Publisher a book processing charge (BPC) of 7,655.85 EUR.
3. The Editor has the right to supply (photo-) copies of the Work to third parties that are authorised by his or her government, strictly for professional reasons (promotion, assessments, career moves etc.), and provided that the normal sales of the Work cannot be affected.

- 2.4 Where the Work contains contributions of multiple persons, other than the Editor (e.g. a miscellany volume), the Editor shall ensure that all contributors shall supply him or her with a Contributor's Protocol that is provided by the Publisher and should be supplied to the Publisher before publication. Without this Protocol no





contribution for publication shall be accepted by the Editor. Each contributor guarantees through this Protocol that there is no infringement of existing copyright and indemnifies the Publisher in case of a breach of this guarantee.

### *Article 3 – Pre-Publication*

#### **3.1 The typescript:**

- 3.1.1 Where the Work forms part of a series, the Editor shall deliver a text meeting the quality standards of the series. He or she shall ensure that production conforms to the timetable detailed in the addenda.
- 3.1.2 The Editor shall promote to the best of his or her ability the international scholarly recognition of the series through the Work. In particular he or she shall deliver to the Publisher, at least four months prior to the publication, journals or their review editors and all other information necessary for the promotional activities (including information to be supplied by third parties, e.g. contributors).
- 3.1.3 While preparing the typescript, the Editor shall endeavour to follow the guidelines about the electronic format, text encoding (compulsorily Unicode), and referencing standards (which are set out in a style sheet at the Editor's disposal on the website of the Publisher). In particular, he or she shall observe the norms and instructions agreed upon by the Publisher, and, where applicable, by an academic body, concerning the presentation of the text in the series. He or she therefore agrees to meet the assessment of the final review of the typescript and to complete satisfactorily any changes insisted upon by the Editorial Board and the Academic Body. The Publisher or, when the Work is part of a series, an editorial board or series editor, shall be at the Editor's disposal for assistance in the fulfilment of all these provisions.

3.2 The Editor shall supply the definitive, complete, publishable text, complying with article 3.1, by 30 September 2024.

3.3 The Editor shall hold a duplicate of his or her text, in the format delivered to the Publisher, and he or she shall provide a new copy of the text if required.

3.4 Where the Work forms part of a series, the definitive text supplied by the Editor requires approval by the Editorial Board, the Series Editor or the Publisher, who may insist on changes before delivery. The Editorial Board, the Series Editor or the Publisher reserves the right in exceptional circumstances to withhold such approval. If linguistic or stylistic corrections are still necessary for the normal publication of the Work, the Publisher has the right to make these under the conditions mentioned in article 3.6 below.

3.5 The Publisher shall make proofs of the Work available to the Editor, who shall read them and supply the Publisher with a statement approving publication (pass-for-press notification), within an agreed period from the receipt of the proofs. If no such statement is received from the Editor after this period the Publisher shall have the right to publish forthwith. In case of digital publication, the Publisher shall endeavour to respect the layout approved by the Editor, notwithstanding the provision of article 1.3.

3.6 If additional costs are incurred due to editorial faults, problems with the supplied texts, changes compared to the details of the work as agreed in the addendum for marketing and product information, or changes made by the Editor or contributors after the delivery of the definitive text, or additional costs incurred in setting and printing maps, tables or illustrations, it shall be agreed upon beforehand which party shall bear such costs.

3.7 The Editor shall supply the Publisher with all the information necessary for promotional activities, in accordance with the provisions of the addenda to this contract.

3.8 All costs in creating electronic files for online access to the Work, costs associated with search-software and expenses related to the online publication shall be borne by the Publisher, unless otherwise mutually agreed.



#### *Article 4 – Publication, Print Runs and Reprints*

##### **4.1 Publication will be scheduled as follows:**

- 4.1.1 Provided there is no further delay caused by the Editor, or by extra work as referred to in article 3.6, the Publisher ensures the publication of the Work in the forms described in article 1.1.1. and/or 1.1.2. (physical format) within 12 months from the delivery of the complete and definitive publishable text in agreed format.
- 4.1.2 For any other publication form (online and/or on-demand publication), the Publisher will determine the publication schedule, in accordance with the fair practices of that moment in the appropriate publishing sector and with the potential of the Work in these forms.

##### **4.2 The print run per publication form shall be determined as follows:**

- 4.2.1 A print run of at least 100 copies is foreseen for publication in the forms described in article 1.1.1 and/or 1.1.2 (in physical format).
- 4.2.2 For publication in the form described in article 1.1.3 (online publication) the Publisher shall be presumed conclusively to have fulfilled its duty to produce the minimum print run in accordance with the fair practices of that moment in the appropriate publishing sector, if the consumers have had the opportunity to acquire access to the Work in this form, during an uninterrupted period of thirty-six calendar months.
- 4.2.3 For the publication form described in article 1.1.4 (print-on-demand), the print run shall be of at least one copy.

The initial print run and publication form shall always be determined in function of the real demand.

The Publisher retains the right to reproduce the Work without corrections, in the same form or in another, listed in article 1. The print run of reprints shall be set in function of the real demand.

##### **4.3 The size, the physical presentation and the retail price of the Work shall be determined by the Publisher.**

##### **4.4 The Publisher shall take all steps reasonably necessary to promote and market the Work.**

#### *Article 5 – Compensation and Author Copies*

- 5.1 The exclusive grant of the rights described in this agreement shall be compensated by an enhancement of the Editor's profile, through the diffusion of his or her work through the Publisher's marketing channels, and the association of his or her work with the (peer reviewed) series and with the publisher's name.
- 5.2 The Publisher shall send 5 free author copies of the Work on publication, delivery duties paid, to the Editor. These author copies are destined for strictly non-commercial use.
- 5.3 The Editor may order additional copies of the Work, destined for strictly non-commercial use, at a 40 % discount on the list price excluding tax. The Editor is also entitled to order other products (that is, excluding journals and electronic products) published by Brepols Publishers at a 25 % discount on the list price excluding tax.
- 5.4 The Publisher is entitled to use copies of the print run for promotional activities, review purposes or archival requirements.





5.5 Where the Work contains contributions of multiple persons other than the Editor (e.g. a miscellany), the Publisher shall send one additional free copy of the volume per contributor, delivery duties paid to an agreed address.

Unless otherwise specified in the Series Agreement, each contributor shall receive a pdf copy of his or her contribution.

#### *Article 6 – Protection*

6.1 The Editor undertakes not to harm any of the rights granted in this Agreement by any act.

6.2 The Editor guarantees not to publish a text which is similar in content to, and which thus might influence the sales of the Work, as long as the Work is in print, nor will the Editor collaborate on a work of which the title, content, character or aims may influence the sales of the Work.

6.3 The Editor shall indemnify the Publisher against any claim or eviction and against any loss, injury or damage resulting from any breach of the guarantees given in this article.

#### *Article 7 – Transfer of the Publisher's Undertakings*

This Agreement and the rights granted hereunder may be transferred to a third party, upon which the Publisher is cleared from his duties.

#### *Article 8 – Length of the Agreement and Termination*

8.1 This Agreement shall remain applicable for an indefinite period of time and may be terminated unilaterally at any time by registered letter providing a minimum period of six months' notice.

8.2 Both parties shall have the right to terminate the Agreement unilaterally, immediately, without judicial intervention and without compensating the adverse party, in the event of serious and repeated breach of the provisions of the Agreement by the adverse party, provided that he or she has not remedied to the breach within three months from the moment he or she was required to do so by registered letter.

8.3 The Agreement shall be terminated upon the death of the Editor.

8.4 Termination of the Agreement shall not end the rights already acquired by the parties or by third parties. In particular, the Publisher shall retain the right to use the rights transmitted in this Agreement (including, where applicable, the sale of stocks), and the rights of the purchasers acquired in implementation of article 1.5 will remain unaffected by termination of the Agreement.

#### *Article 9 – Concluding Articles*

9.1 The nullity or invalidity of one of the provisions of this Agreement shall never make the whole Agreement null or invalid.

9.2 Any amendment to this Agreement shall be the object of a written additional clause, signed by a duly authorised representative of both parties.

9.3 This Agreement shall be construed and interpreted according to the laws of Belgium. Any dispute arising hereunder, which cannot be amicably resolved, shall be subject to the exclusive jurisdiction of the courts of



Belgium, in particular the courts of Turnhout. The parties hereby consent to subject themselves to the jurisdiction of the said courts.



Done in 3 original copies and signed on the dates written below, in Praha and Turnhout, to be executed in good faith,

For and on behalf of the **Editor**

Eliska Kubartová, [REDACTED]

Signature: [REDACTED]

Date: 3 June, 2024

Petr Kitzler, Head of the Institute of Philosophy of the Czech Academy of Sciences, Jilská 1, 110 00 Praha 1

Signature: [REDACTED]

Date: 5.6.2024

For and on behalf of the **Publisher**

Paul De Jongh

Managing Director

Date: 10.06.2024

