

## Publishing Agreement

entered into by and between

and

**Faculty of Arts and Philosophy of the University of Pardubice, Studentská 95, 532 10 Pardubice, Czech Republic,**  
**represented by its Dean doc. Mgr. Jiří Kubeš, Ph.D.**

- hereinafter referred to as the **Faculty** -

- hereinafter referred to as the **Author** (in the case of multiple authors  
the term "Author" is used collectively) -

and

**PL Rights SA, Avenue du Théâtre 7, 1005 Lausanne, Switzerland**

- hereinafter referred to as the **Publisher** -

- the Faculty, Author and Publisher are hereinafter referred to collectively as the **Parties** and each as a **Party** -

In consideration of the mutual promises hereinafter set forth, the Parties enter into the following publishing agreement (hereinafter the Contract): Publication offer 2 dated 29.11.2024 forms an integral part of this Contract.

### 1. Subject of the Contract

- 1.1 The subject of the Contract is a work written/edited by the Author in the **English language** with the working title

***Nominalisation:  
Exploring Aspect and Countability***

(hereinafter the **Work**).

In the event either the Publisher or the Author wishes to retitle the Work after this Contract is signed, the new title shall be selected in mutual agreement by the Parties.

- 1.2 The Author is an employee of the Faculty of Arts and Philosophy of the University of Pardubice. The Parties take into account that the a.m. work, in compliance with the Czech copyright law, is an employee's work and that the Author's property rights are executed by the Faculty.
- 1.3 The Work shall appear in the series:

***Potsdam Linguistic Investigations /  
Potsdamer Linguistische Untersuchungen /  
Recherches Linguistiques à Potsdam***

### 2. The Grant of Rights to the Work

- 2.1 By signing this Contract, the Author and the Faculty, as the sole owner of all rights to the Work, grant and assign exclusively to the Publisher for the duration of the statutory copyright and all renewals and extensions thereof, any and all sole and exclusive rights of unlimited use, utilization and exploitation of the Work in all known and unknown forms of use, unrestricted as to territory and content, under the present or future laws of all countries throughout the world and all international copyright conventions. The scope of this grant and assignment of rights (in part or in whole) includes the use of the utilization rights both within the Publisher and its affiliated companies as well as the assignment of rights (in part or in whole) to third parties against payment or free of charge, and extends to all editions and issues, in all languages, and includes, in particular, the grant and assignment of the following rights (the use of forms of publication listed in §§ 2.1.1, 2.1.2 and 2.1.3 but not performed by the publisher at the moment of publication must be approved in writing by the Faculty):

### 2.1.1 Printing and publishing rights

- (a) The rights to duplicate and distribute the Work in all media formats (e.g., hardcover, paperback, reprint, school, book club and other book editions) and the right to include the Work or parts thereof in archives and collections of any nature;
- (b) The rights to duplicate and distribute the Work in special editions;
- (c) The rights to advance print or reprint part or all of the Work including serialized print in proprietary or third-party periodical (e.g., newspapers, journals) and non-periodical media, even free of charge (e.g., for promotional purposes), and in collections of works by various authors, and to include the Work (in part or whole) in anthologies;
- (d) The rights to otherwise duplicate and distribute the Work, in part or whole, especially using digital, photo-mechanical or similar processes (e.g., (digital) photocopies, braille);
- (e) The rights to translate the Work into other languages and to use such translations within the scope of use defined in this Contract;
- (f) The rights to otherwise (including electronically/digitally) edit and change the layout of the Work in all parts, including abbreviations, separations, additions and links to interactive elements, and to further develop the Work for the purpose of utilization within the scope of use defined in this Contract. Changes to the character of the Work shall be subject to approval by the Faculty.

### 2.1.2 Electronic rights

- (a) The rights to duplicate and distribute versions of the Work, in part or whole, that have been produced with the aid of digital storage and reproduction media, irrespective of the technology, and including any and all digital or interactive systems (e.g., e-books and other forms of electronic publishing that use data media);
- (b) The rights to upload and store the Work, in part or whole, in electronic databases, electronic data networks, telephone services, etc. in line with the scope of use as defined in this Contract, and to make it publicly available for reproduction or printout via digital or other storage and transfer technology to a large number of users on demand, e.g. push and pull technology, and/or to broadcast the Work, e.g. for reception on a television, computer, mobile phone and/or other mobile appliances (including e-readers, etc.), using any and all transmission technologies (cable, wireless, microwave, satellite) and protocols (GSM, UMTS, etc.), including all e-book formats. Also included is the right to enable users to interactively utilize the Work, in part or whole (possibly in connection with other works), within the scope of use defined in this Contract.

### 2.1.3 Other rights

- (a) The rights to use the Work, for a fee or free of charge and within the scope of use defined in this Contract, for purposes of promoting (including on the internet) the Publisher and/or third parties, including their products, and the right to upload the Work in proprietary or third-party (e.g., Amazon or Google) databases and to make it available, in part or whole, in the public domain;
- (b) The rights to types of utilizations that are yet unknown at the time of signing this Contract;
- (c) Any and all other rights exercised by copyright associations pursuant to their articles of association, contract of assignment and distribution plan to the extent that a transfer of these rights is legally permissible and compliant with the appropriate provisions. The Faculty authorizes the Publisher to register the copyright in the Work and/or any revision or other edition thereof throughout the world in the name of the Publisher. The Faculty will co-operate with the Publisher in enabling such license to be granted. The Publisher shall have the right to renew such copyrights if the Publisher deems it advisable.

2.2 The Publisher is entitled to transfer and/or sub-license the rights granted and assigned under this Contract either in part or in whole to third parties (including affiliates of the Publisher) without the consent of the Faculty. The decision to grant licenses (type and scope, conditions, etc.) to third parties is at the discretion of the Publisher. This is needed for example for Subsidiary Rights as described in paragraph 13 Subsidiary Rights. The Publisher's right to assign utilization rights to third parties shall lapse upon the expiry of this Contract. The aforementioned is without prejudice to the validity of existing licensing agreements.

2.3 For the purposes of use in electronic forms, the Publisher may adjust the Work to the respective form of use and include links (e.g., frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other works provided in the Work.

2.4 The Publisher is entitled, but not obliged, to take, either in its own name or in that of the Faculty, any necessary steps to protect the rights granted under this Contract against infringement by third parties. It will have a copyright notice inserted into all editions of the Work.

2.5 The Publisher is obliged to produce and distribute an edition of the Work, but not to exploit/exercise any other rights granted by this Contract.

2.6 If the Publisher does not exercise individual rights, the Faculty is entitled to recall those individual rights after five years.

### 3. Permissions, Warranties, and Indemnifications

- 3.1 Permissions. If the Author resp. Faculty incorporates in the Work any illustrative or other materials protected by copyrights or other third party rights, including that of previously published material created by the Author resp. Faculty, they shall procure, at their own expense, written permission to use the illustrations or other materials protected by copyrights or other third party rights in all editions of the Work and for all uses of the Work covered by this Contract and warrants that such permission has been lawfully given by the rightful owner.
- 3.2 Warranties. The Faculty represents and warrants, at the date of signing and throughout the duration of this Contract,
- (a) that they are the sole author and sole proprietor of all rights in and to the Work, or have obtained permission from the rights holders of all rights in and to the Work, and of the rights granted hereunder and that they have full power to enter into this Contract;
  - (b) that said rights are not subject to any prior agreement, lien, or other claim or right which may interfere with the rights herein granted;
  - (c) that the Work is original and has not heretofore been published and is not in the public domain;
  - (d) that the Work does not contain anything unlawful, libelous, or a violation of any right of privacy;
  - (e) that the Work does not infringe upon or otherwise violate or injure any statutory or common-law copyright belonging to any other person or party;
  - (f) that nothing in the Work infringes any duty of confidentiality which the Faculty may owe to anyone else or violates any contract, express or implied, of the Faculty;
  - (g) and that the Work does not infringe upon or otherwise violate or injure any rights whatsoever of any person, firm, or corporation, or violate any applicable law or regulation by any government or subdivision thereof.
- 3.3 These warranties and representations shall apply to any revisions and subsequent editions of the Work.
- 3.4 Indemnification. If the warranties mentioned under clause 3.2 were violated, the Faculty or their legal representative shall indemnify and hold harmless the Publisher and those to whom the Publisher may license or grant rights hereunder and any seller of the Work against any and all losses, damages, liability, and expenses, including attorney's fees, that the Publisher may incur in the event any suit, claim, demand, action or proceeding is asserted or instituted against the Work, the Publisher, a licensee or grantee of the Publisher or any seller of the Work by any person, firm, or corporation asserting the breach or alleged breach of any of the foregoing warranties or by any government or subdivision or official thereof asserting the violation of any law, statute, ordinance, rule or regulation.
- 3.5 In the event, any suit, claim, demand, action, or proceeding is asserted or instituted within the sense of clause 3.4.
- (a) the Publisher shall have the right but not the obligation to defend such suit, claim, actions or proceeding and select counsel;
  - (b) upon the notification of the Faculty through the Publisher they shall fully cooperate in the defense;
  - (c) the Publisher may withhold payments of any and all royalties or other amounts that might otherwise be due to the Faculty under this or any other agreement between the Parties until such time as the demand or proceeding is settled, withdrawn or finally resolved; and
  - (d) the Publisher shall have the right to suspend or cease distribution of the Work.
- In the event the Publisher chooses not to defend the suit, claim, demand, action or proceeding and suspends or ceases distribution of the Work, the Faculty shall have the right to terminate this Contract by written notice to the Publisher.
- 3.6 The Faculty's warranties and indemnifications under this clause shall survive the termination of this Contract.
- 3.7 The Publisher shall have the right to enforce any and all copyrights and other rights in the Work and if the copyright or any other right in the Work is infringed or violated, the Publisher may take such legal action, in the Faculty's name, if necessary, as may be required to restrain such infringement and to seek damages therefor. If the Publisher does not bring such an action, the Faculty may do so in their own name and at their own cost and expense. Money damages recovered for an infringement shall which may be received in respect of such legal action shall belong to the Faculty.

### 4. Manuscript and Publication

- 4.1 On or before **31.12.2024 (hereinafter Submission Date)** the Author shall deliver to the Publisher a copy of the final version of the Work (herein-after the Manuscript), including all required elements. The **Manuscript of approx. 499.000 characters including spaces and footnotes as well as 86 black-and white illustrations** shall be submitted according to the specifications outlined by the Publisher (hereinafter the Submission Guidelines). The Submission Guidelines will be provided to the Author during the publication process.
- 4.2 The Author is responsible for ensuring that the Manuscript is free from errors. The Publisher shall only conduct additional services (e.g., copy-editing, proof-reading) if this has been agreed in writing and, if indicated, at an additional charge.

- 4.3 The Publisher may request certain amendments to the Manuscript which shall be implemented by the Faculty if the Faculty cannot provide reasonable objections against such amendments (e.g., amendments would lead to a falsification of the research). If the Faculty does not submit the Manuscript in the agreed-upon format by the Submission Date, the Faculty shall ask the Publisher for an extension. The Publisher shall grant a reasonable respite. If the Faculty does not submit the Manuscript by the agreed original or any newly agreed Submission Date, or if the requested amendments to meet the publication standards are not fulfilled, the Publisher shall grant the Faculty an additional respite of sixty (60) days to submit the Manuscript. Upon the expiration of the extension, the Publisher may terminate this Contract by giving written notice.
- 4.4 The publication of the final Manuscript shall be subject to approval by the Publisher and, if the Work is to appear in a series, by the series editor. If a peer-review is performed, the acceptance of the Manuscript depends also on the outcome of the performed peer-review. The acceptance of the final Manuscript shall not be unreasonably withheld.
- 4.5 It is understood and agreed that no duty shall devolve upon the Publisher under this Contract until such time as the Manuscript has been completed and edited to the satisfaction of the Publisher. The estimated publication date might be postponed in the event that the Author does not honor the Submission Date. The Publisher shall be entitled to set a new publication date.
- 4.6 The release of the publication shall also be postponed accordingly if the Publisher has to perform additional tasks related to the production of the Work which were not agreed at the time of submitting the Publication Offer, such as editing illustrations, or if the production is interrupted for reasons within the Faculty's sphere of control.
- 4.7 The Author and Faculty shall retain a copy of the Manuscript and all required elements, which are delivered to the Publisher. Given the existence of such a backup copy, any claims for compensation in the event of manuscript loss shall be excluded.

## **5. Proofs**

- 5.1 The technical quality and accuracy of the Manuscript delivered by the Author resp. Faculty pursuant to clause 4 shall conform to the Submission Guidelines supplied by the Publisher.
- 5.2 The Publisher may perform improvements and positioning adjustments to the Manuscript submitted by the Author without prior notification of the latter provided the content of the text is not altered in the process.
- 5.3 Following the typesetting of the Manuscript, the Author undertakes to read and correct proofs of the Manuscript (including the index) and clearly mark the corrections in the format specified by the Publisher. The procedure and schedule for the proofs will be determined by the Publisher as part of the publication process.
- 5.4 The Faculty acknowledges and agrees that any additional assistance or other services by the Publisher beyond its publishing standards (for example in the event of any additional rounds of proofs or if the printed Work contains excessive errors caused by the Faculty and the Publisher is required to reprint copies or insert errata sheets) may be charged to the Faculty. The Faculty will be notified in case such services would become necessary.
- 5.5 If the Publisher requests from the Author corrections or revisions after the initial publication, the Author agrees to deliver such material by a date which shall be agreed upon by the Parties.

## **6. Layout**

- 6.1 The Author undertakes to supply a cover illustration as a separate high-resolution jpeg or tiff file. The Author resp. Faculty undertakes to obtain, at the Author's resp. Faculty's own expense, written permission to reproduce the illustration on the cover of the Work from any necessary third parties.
- 6.2 The book format, layout, and cover will be, in accordance with the standards determined for the series, finalized after consultation with the Author. The final decision with respect to the layout, form, and appearance of the Work shall rest with the Publisher.
- 6.3 All rights, title and interest in the typography, design and/or look-and-feel of the Work shall remain the property of and is reserved to the Publisher.

## **7. Production and Funding**

- 7.1 The Publisher will produce and publish the Work in print and electronic form for sales, review and publicity, and all other purposes, if not agreed otherwise.
- 7.2 The Work shall be produced in the name of and on the account of the Publisher. The Publisher shall notify the Faculty upon request of the number of copies in any subsequent printings of the Work. The sales first print run is 150 copies. After the first sales edition has been sold, the Publisher can also organize unedited follow-up editions in order to keep the Work available.
- 7.3 The Faculty shall contribute directly or through external funding, e.g., through their research institute or other academic funding, to the cost of the publication. The **publication subsidy of Euro 3.275,-- net** and its payment conditions are

defined in publication offer 2 dated 29.11.2024 (hereinafter **Publication Offer**) which forms an integral part of this Contract. Any tax that might be arising additionally to the subsidy (e.g., VAT or withholding tax) is to be paid by the Faculty or funding institution.

- 7.4 By paying the subsidy, the Author resp. Faculty or their research/subsidy institution do not obtain any right of title to the edition.
- 7.5 The Author resp. Faculty shall not be required to pay any further publication subsidies for reprints or revised editions. A reprint and its quantity must previously be approved by the Faculty in writing.

## 8. Marketing and Promotion

- 8.1 The Publisher determines and schedules the necessary promotional activities. The Publisher shall, according to its publishing standards, endeavor to promote and register the Work worldwide in the key bibliographic databases and other databases and shall attempt to promote the Work in the relevant media.
- 8.2 The Publisher may publish or permit others to publish or broadcast, free of charge, such selections from the Work that seem appropriate to benefit its sale.
- 8.3 The Publisher and any licensees or assignees of the Publisher shall have the right in connection with the exercise of the Publisher's rights under this Contract to use the name, image, likeness, and biography of the Author in advertising, marketing, and publicity.
- 8.4 The Author shall assist the Publisher in promoting the Work, inter alia by providing a synopsis for promotional purposes, a brief description of the content and an abbreviated academic curriculum vitae in open file format.

## 9. Sales and Distribution

- 9.1 The Publisher shall use its best judgement, in accordance with all applicable statutory provisions, to determine the retail prices and the sales channels to be used. The Publisher reserves the right to amend retail prices to the extent permitted by law. The Publisher shall be entitled to sell off any remaining print edition and/or to maculate the remaining print edition in whole or in part or to no longer make the Work available for online use if sales or online use have become so low that further distribution in the previous manner is no longer worthwhile from the Publisher's point of view.
- 9.2 The Publisher is entitled to produce and distribute additional copies, e.g., for the purpose of issuing review and specimen copies, and copies for promotional purposes. The Publisher will not have to account for the use of such copies.
- 9.3 The Work shall be considered available for as long as the Publisher makes it available in any printed or electronic form.

## 10. Free Copies and Benefits

- 10.1 The Author shall be entitled to **6 free copies** of the hardback version. If the Author comprises several individuals, the aforesaid free copies will be provided as a total to the joint group of individuals.
- 10.2 The Author and Faculty undertake not to sell their free copies nor to provide them free of charge to institutions unless expressly obligated to do so in return for services received (e.g., use of archives, etc.).
- 10.3 The Publisher grants the Author and Faculty the option to purchase copies of the Work at forty (40) percent discount. The order must be received before the Manuscript is approved for printing. The Author resp. Faculty shall not be entitled to receive any royalties on this additional quota. The Publisher expressly reserves the right to limit the number of such purchases.
- 10.4 The Author (but not the Faculty) may purchase additional copies of the Work in print or electronic version or any other books in the Publisher's catalogue at a discount of thirty (30) percent from the Publisher's retail price. The Publisher expressly reserves the right to limit the number of such purchases.

## 11. Remuneration

- 11.1 Subject to the terms of this Contract, the Publisher shall make the following royalty payments to the Faculty in respect of print sales of the Work, excluding such copies as may by subsequent provisions of this Contract, or as otherwise mutually agreed, be sold subject to a different royalty, calculated in each case as a percentage of the net revenue of the Publisher. The term "net revenue of the Publisher" as used throughout this Contract means the amounts received by the Publisher from sales of the Work, represented by the retail price less discounts, e.g., given to agents, wholesalers, booksellers or individuals, and after the deduction of any taxes.

Royalties on the net revenue of the **print version**:

- from 1 to 150 copies sold: 0%
- from 151 copies sold: 5%

- 11.2 Pursuant to Art. 21, para. 2, item 16 of the Swiss VAT Act, the royalties are exempt from Swiss VAT.
- 11.3 The Faculty undertakes to inform the Publisher of any duty to declare the royalties (e.g., to the social security provider).
- 11.4 No royalties shall be paid on copies of the Work given away to the Faculty, the Author or the (series) editor(s) or those given away in the interests of the sale of the Work including review copies and presentation or inspection copies, or on copies returned, lost, damaged, or destroyed.
- 11.5 The Publisher reserves the right not to pay royalties or sums otherwise due to the Faculty in respect of copies sold until payment for the sale of such copies is received by the Publisher.
- 11.6 Should the revisions to the Work make it necessary in the opinion of the Publisher to substantially reinstate the production of the Work for the issue of a revised or new edition then the royalties payable on all copies sold of the first impression of such revised edition shall be counted as of the first copy and the related royalty rates as provided under the terms of this Contract should be applied.
- 11.7 The Publisher shall pay royalties on an annual basis, starting about one year after the publication of the Work. The Publisher undertakes to provide the Faculty with a statement of the royalties due for the preceding year and effect payment within two months from such annual statement. However, statements and payments shall only be effected if the due amount is more than hundred (100) Euro. Lesser amounts shall be carried forward. Any royalties shall be paid to the Faculty in Euro via bank transfer.
- 11.8 Whenever the Faculty has received an overpayment of monies for any reason whatsoever under the terms of this Contract, the Publisher may deduct the amount of such overpayment from any payments that are due to the Faculty on the Work or other Works.
- 11.9 The Faculty agrees to treat the royalty statement and the Publisher's sales figures confidentially.

## 12. Revised Editions

- 12.1 The Publisher, after consultation with the Author resp. Faculty, shall have the discretion to decide that a revision of the Work is desirable. The Author resp. Faculty shall edit and revise the previous edition and deliver a final copy of the revised edition satisfactory to the Publisher in content and form by a date which shall be mutually agreed upon by the Parties. If the Author resp. Faculty is unable to undertake the revision, e.g., because the Author is deceased, or if the Author resp. Faculty does not respond to the Publishers request within thirty (30) days, the Publisher may arrange for the preparation of a revised edition through a reviser. The compensation paid to the reviser(s) shall be charged against any sums accruing to the Faculty on the sale of the revised edition.
- 12.2 The Publisher shall have the sole discretion to use the name of the Author and if applicable the reviser(s) on any revised edition of the Work.
- 12.3 The Author shall be entitled to **3 copies of any revised edition** free of charge.

## 13. Subsidiary Rights

- 13.1 The Publisher shall have the exclusive right to all subsidiary rights to the Work now existing or hereafter invented or created. The Publisher alone may make arrangements with respect to these rights both on its own behalf and on behalf of the Author resp. Faculty. The net receipts from the sale or other disposition of the following subsidiary rights shall be divided with sixty (60) percent to the Publisher and forty (40) percent to the Faculty or, if such sale or disposition has been initiated by the Author resp. Faculty, with forty (40) percent to the Publisher and sixty (60) percent to the Faculty. Subsidiary rights could be granted by the Publisher for:
- (a) special editions distributed by a book club
  - (b) paperback and hardcover reprints by other publishers
  - (c) trade editions for bookstore distribution
  - (d) foreign language translation
  - (e) first serial (publication of parts of the Work before publication)
  - (f) second serial (publication of parts of the Work after publication) (including but not limited to anthologies, selections, abridgements and adaptations)
  - (g) micro-reproduction (including but not limited to motion picture, film, television, broadcasting and recording)
  - (h) performing rights (including but not limited to motion picture, film, television, broadcasting and recording)
  - (i) audio and video reproduction
  - (j) large type editions
  - (k) computer software
  - (l) any other cases not mentioned above

- 13.2 The Publisher shall have the exclusive right to authorize without payment and with no royalty to the Faculty the publication of the Work in Braille, and the photographing, recording and microfilming of the Work for use by the physically handicapped. Any compensation which the Publisher receives for these uses shall be divided with sixty (60) percent to the Publisher and forty (40) percent to the Faculty.
- 13.3 During the time that the Work remains available in any printed or electronic form, the Publisher shall continue to control all rights to its version of the Work, including all electronic rights and partial content rights.

## 14. General Provisions

- 14.1 Plurality of Author. Each individual who is a party to this Contract on the part of the Author is jointly and severally liable for any rights and obligations of the Author arising from this Contract. They shall appoint a representative, who shall be authorized by the authors to deal with any matters in connection with this Contract vis-a-vis the Publisher and, in particular, to issue any statements on behalf of the authors and receive any payments. Any payment made to the authors' representative validly releases the Publisher from its liabilities.
- 14.2 Termination. Unless otherwise specified in this Contract, either Party may only terminate this Contract by written notice if the other Party is in material breach of its obligations under this Contract and has failed to remedy such breach within one (1) month of the first Party's notice of default. Any termination of this Contract, howsoever caused, shall not affect: (a) any rights granted by the Author resp. Faculty to the Publisher; (b) any subsisting rights of any third party under any license or sub-license validly granted by the Publisher prior to the termination and the Publisher shall be entitled to retain its share of any sum payable by any third party under any such license or sub-license; (c) any monies paid prior to the termination; or (d) any claim which either Party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination.
- 14.3 On termination of this Contract in accordance with its terms, all rights and obligations of the Publisher and the Author resp. Faculty under this Contract will cease immediately, except that any terms of this Contract that expressly or by implication survive termination of this Contract shall remain in full force and effect. On termination of this Contract by the Publisher for any reason, the Publisher shall not be liable for any payment in respect to the Work not delivered at the date of termination.
- 14.4 Force Majeure. The Publisher shall not be in breach of this Contract if it is prevented from carrying out any of its obligations because of circumstances beyond its control in which case the time permitted for the Publisher to fulfil those obligations shall be extended by the length of those circumstances or that delay.
- 14.5 The Author and Faculty will not, without the prior written consent of the Publisher, disclose the terms of this Contract to any third party, except to the Author's resp. Faculty's respective professional/legal advisors or as required by a court, regulatory body or other authority of competent jurisdiction.
- 14.6 Nothing contained in this Contract shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between the Publisher, the Faculty and the Author.
- 14.7 Entire Agreement. This Contract and its annexes represent the entire understanding between the Parties and may not be modified, altered, waived, amended, or changed except by a written agreement signed by the Parties.
- 14.8 In the event that individual provisions of this Contract shall be or become ineffective, this shall not affect the validity of the remaining clauses. The Parties shall replace the invalid provision with an effective clause that most closely resembles the actual, commercial, and legal purpose of the invalid provision. The same procedure shall apply in the event that the Contract shall prove to contain omissions.
- 14.9 Assignment. The Publisher shall have the right to assign this Contract and/or any rights or obligations arising therefrom to its affiliated companies without the consent of the Faculty. The Publisher may not assign this Contract to a third party (e.g., another publisher) without the prior consent of the Faculty. The Faculty may not assign this Contract to a third party without the prior written consent of the Publisher.
- 14.10 Notices. All notices sent by the Author and Faculty and the Publisher shall be in writing and shall be sent either by email, or regular, registered, certified mail (return receipt requested). All email notices shall be deemed served upon confirmed transmission and all mailed notices three (3) days after mailing.
- 14.11 Change of Address. The Author and Faculty shall give the Publisher written notice of a change of the address to which royalty statements and payments and other notices to be given under this Contract shall be sent. If the Faculty does not send such notice, the Publisher shall not be liable if royalty statements, and payments or notices are delayed or do not reach the Faculty.
- 14.12 Applicable law. This Contract shall be governed by and interpreted in accordance with the substantive laws of the Federal Republic of Germany regardless of the place of its execution, excluding its conflict of law provisions. The court of jurisdiction for any and all disputes arising from or in connection with this Contract is the Publisher's (or its subsidiaries, Peter Lang GmbH, Berlin) place of business in Germany, unless otherwise determined by a court of law.
- 14.13 In case of doubt the **English version** of this Contract shall be binding.

In acknowledgment of the above and the annexes below, the Parties have signed this Agreement.

FACULTY:

[Redacted]

[The Dean doc. Mgr. Jiří Kubeš, Ph.D.]

PUBLISHER:

[Redacted]

[Redacted]

12, 2024, 9:43pm)

Commissioning Editor]

PL Rights SA:

[Redacted]

[Redacted]

c 13, 2024,

Barbara Aerne

AUTHOR:

[Redacted]

[Redacted]

[Redacted]

Annexes:

- Publication Offer 2 dated 29.11.2024
- Privacy policy (Information for Authors, Contributors and Editors in accordance with GDPR Art. 13)



## Information for Authors, Contributors and Editors in Accordance with GDPR Art. 13

In compliance with our duty to furnish information pursuant to GDPR Art. 13, this Privacy Policy is to explain to you how we process the data you provide to us as an author, contributor, or editor.

### A. Name and contact details of the data controller:

PL Rights SA

Avenue du Théâtre 7  
1005 Lausanne  
Switzerland

E-Mail: [REDACTED]

Tel. +[REDACTED]

### B. Author and editor relationship management when a book is published

If you have concluded an author's or editor's agreement with us concerning the publication of a book, we process your data in the manner described below.

#### I. Categories of data processed

We process the following of your personal data:

- Name
- Postal address (private)
- Postal address (business)
- Telephone number
- Fax
- Email address
- Bank data
- Tax ID
- VAT liability
- Addresses differing from the billing address
- Delivery address
- Accounting information
- Dunning levels
- Delivery blocks
- Customer block
- Printing cost subsidies

#### II. Purposes and lawfulness of processing

In the context of a general author and editor relationship management, we use said data for the purpose of publishing the book. Specifically, this covers the drafting of the contract, payment, and general performance of the publishing contract. The lawful basis for this is to be found in GDPR Art. 6(1) point b).

Finally, we store your data for accounting and tax purposes. This is done on the basis of GDPR Art. 6(1) point c).

#### III. Recipients or categories of recipients of personal data

For the purposes of the author and editor relationship management, your data is processed by departments within PL Rights SA and its affiliates. These may include, for example:

- Editorial department,
- Production department,
- Accounting department,
- IT department,
- Sales department,
- Marketing department.

Moreover, to the extent necessary we also transfer the data to external parties. In addition to our technical service providers, these include:

- Series editors

- Proofreading and copy-editing services
- Printers
- Shipping services
- Delivery services
- Group companies

#### **IV. Data transfers to third countries**

The group company has its registered office in Switzerland. Switzerland is a so-called safe third country recognised by the EU Commission, so an adequate level of protection of your personal data is ensured. In addition, we send manuscripts to a provider based in India who offers proofreading, typesetting and layout services.. We also use the services of an IT provider in the USA for operating our website.

#### **V. Storage period**

The following data is stored for the term of the underlying author's or editor's agreement, and for a further 11 years commencing on the closure of the year during which the agreement terminated:

- Name
- Postal address (private)
- Postal address (business)
- Telephone number
- Fax
- Email address
- Bank data
- Tax ID
- VAT liability
- Addresses differing from billing address
- Delivery address
- Accounting information
- Dunning levels
- Delivery blocks
- Customer block
- Printing cost subsidies

### **C. Series editor relationship management**

If you have concluded a series editor contract with us concerning the supervision of a book series, we process your data in the manner described below.

#### **I. Categories of data processed**

We process the following of your personal data:

- Name
- Postal address (private)
- Postal address (business)
- Telephone number
- Fax
- Email address
- Bank data
- Tax ID
- VAT liability
- Addresses differing from the billing address
- Delivery address
- Accounting information

#### **II. Purposes and lawfulness of processing**

We use said data for the purpose of general series editor relationship management. Specifically, this covers the drafting of the contract, payment, and general performance of the contract. The lawful basis for this is to be found in GDPR Art. 6(1) point b). Finally, we store your data for accounting and tax purposes. This is done on the basis of GDPR Art. 6(1) point c).

#### **III. Recipients or categories of recipients of personal data**

For the purposes of series editor relationship management, your data is processed by departments within PL Rights SA and its affiliates. These may include, for example:

- Editorial department,
- Production department,

- Accounting department,
- IT department,
- Sales department,
- Marketing department.

Moreover, to the extent necessary we also transfer the data to external parties. In addition to our technical service providers, these include:

- Proofreading and copy-editing services
- Printers
- Shipping services
- Delivery services
- Group companies

#### **IV. Data transfers to third countries**

The group company has its registered office in Switzerland. Switzerland is a so-called safe third country recognised by the EU Commission, so an adequate level of protection of your personal data is ensured. In addition, we send manuscripts to a provider based in India who offers proofreading, typesetting and layout services. We also use the services of an IT provider in the USA for operating our website.

#### **V. Storage period**

The following data is stored for the term of the underlying author's or editor's agreement, and for a further 11 years commencing on the closure of the year during which the agreement terminated:

- Name
- Postal address (private)
- Postal address (business)
- Telephone number
- Fax
- Email address
- Bank data
- Tax ID
- VAT liability
- Addresses differing from billing address
- Delivery address
- Accounting information

### **D. Publication of an article in a collected volume or a journal**

If you publish an article in a collected volume that we issue, we process your data in the following manner.

#### **I. Categories of data processed**

We process the following of your personal data:

- Name
- Postal address
- Telephone number
- Fax
- Email address

#### **II. Purposes and lawfulness of processing**

We use said data for the purpose of publishing your article. The lawful basis for this is to be found in GDPR Art. 6(1) point b). Finally, we store your data for accounting and tax purposes. This is done on the basis of GDPR Art. 6(1) point c).

#### **III. Recipients or categories of recipients of personal data**

Your data is processed by departments within PL Rights SA and its affiliates. These may include, for example:

- Editorial department,
- Production department,
- Accounting department,
- IT department,
- Sales department,
- Marketing department.

Moreover, to the extent necessary we also transfer the data to external parties. In addition to our technical service providers, these include:

- Proofreading and copy-editing services
- Printers

- Shipping services
- Delivery services
- Group companies

#### **IV. Data transfers to third countries**

The group company has its registered office in Switzerland. Switzerland is a so-called safe third country recognised by the EU Commission, so an adequate level of protection of your personal data is ensured. In addition, we send manuscripts to a provider in India who offers proofreading, typesetting and layout services. We also use the services of an IT provider in the USA for operating our website.

#### **V. Storage period**

The following data is stored for the term of the underlying author's or editor's agreement, and for a further 11 years commencing on the closure of the year during which the agreement terminated:

- Name
- Postal address
- Telephone number
- Fax
- Email address

### **E. Marketing**

As a business, we naturally want to keep you informed and up to date about our newest products and latest offers.

#### **I. Categories of data processed**

We process the following of your personal data:

- Name
- Postal address
- Telephone number
- Fax
- Email address
- Advertising stop
- Job title
- Company membership
- Affiliation
- Faculty membership
- Language
- Title
- Usage history (mail clicked, opened or not)

#### **II. Purposes and lawfulness of processing**

We process your data to send you information about products, business models and topical matters. The lawful basis for this is to be found in GDPR Art. 6(1) points a) and f). Our legitimate interest in this respect is doing direct advertising.

#### **III. Recipients or categories of recipients of personal data**

Your data is processed by departments within PL Rights SA and its affiliates. These may include, for example:

- IT department,
- Sales department,
- PR department,
- Marketing department.

Moreover, to the extent which our marketing activities require, we also transfer your data to our group companies.

#### **IV. Data transfers to third countries**

In some cases, e.g., in connection with events in third countries, advertising materials that contain your personal data may have to be sent to the third country concerned. In each case, this is done solely to advertise your works in your own interest.

#### **V. Storage period**

Whenever processing is done on the basis of consent, your data will be stored as long as you do not withdraw your consent. If you do withdraw consent, then we will immediately stop sending you advertising, and your data will be erased.

If processing is done for the purposes of legitimate interest, your data will be erased after 5 years, unless you object to processing being done. In that case, we will of course immediately stop sending you advertising, but your data will not be erased until later (6 months later at the latest).

## F. Rights of the data subject

The General Data Protection Regulation (GDPR) guarantees you rights that you may assert against us, provided the statutory requirements are met.

- **GDPR Art. 15 – Right of access by the data subject:** You have the right to obtain confirmation from us as to whether or not personal data concerning yourself is being processed, and, where that is the case, which data is being processed and how.

- **GDPR Art. 16 – Right to rectification:** You have the right to obtain from us without undue delay the rectification of inaccurate personal data concerning yourself. Taking into account the purposes of the processing, you also have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

- **GDPR Art. 17 – Right to erasure:** You have the right to obtain from us the erasure of personal data concerning yourself without undue delay.

- **GDPR Art. 18 – Right to restriction of processing:** You have the right to obtain from us restriction of processing.

- **GDPR Art. 20 – Right to data portability:** If processing is based on consent or on a contract, you have the right to receive the personal data concerning yourself which you have provided to us, in a structured, commonly used and machine-readable format, and have the right to transmit that data to another controller without hindrance from us, or to have the personal data transmitted directly to another controller where technically feasible.

- **GDPR Art. 21 – Right to object:** You have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning yourself which is necessary for the purposes of the legitimate interests pursued by us, or for the performance of a task carried out in the public interest or in the exercise of official authority.

If you file an objection, we will no longer process your personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or processing is done for the establishment, exercise or defence of legal claims.

Where we process your personal data for direct marketing purposes, you have the right to object at any time to such processing. Where you object to processing for direct marketing purposes, your personal data will no longer be processed for such purposes.

- **GDPR Art. 77 in conjunction with the German Federal Data Protection Act. § 19 – Right to lodge a complaint with a supervisory authority:** You have the right to lodge a complaint at any time with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement, if you consider that the processing of the personal data relating to yourself infringes applicable law.

If you have granted us consent, you have the right to withdraw your consent at any time. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal. For this purpose, you can send us a message at [info@peterlang.com](mailto:info@peterlang.com).

## G. Statutory and contractual obligation to provide data

You are under no obligation at any time to give us any data. However, if you do not provide us with the above-listed data for the respective processing purpose, we will not be in a position to conclude a contract with you or, where a contract has already been signed, to perform it. If you do not provide us with your data for direct marketing, we will no longer be able to inform you about our products, services and topical matters.

## H. Automated decision-making incl. profiling

We do not use automated decision-making which produces any legal effects for you, or which negatively affects you in any way.



Issuer

Peter Lang Group AG

Document generated

Thu, 12th Dec 2024 12:02:16 GMT

Document fingerprint

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Parties involved with this document

| Document processed              | Party + Fingerprint |
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Audit history log

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