

AGREEMENT

BETWEEN

BOYDELL & BREWER, INC.

AND

Masaryk Institute and Archives of the CAS, v. v. i.

ID: 67985921, VAT ID: CZ67985921

of registered address: Gabčíkova 2362/10,

182 00 Praha 8, Czech Republic

represented by: doc. Dr. phil. Rudolf Kučera, Ph.D., director

carried out by: [REDACTED] e-mail: [REDACTED]

AND

Charles University, Faculty of Arts

Id. No. 00216208, VAT No. CZ00216208

of registered address: nám. Jana Palacha 2, 116 38 Prague 1, Czech Republic

represented by: Mgr. Eva Lehečková, Ph.D., Dean of the Faculty

and with this Agreement carried out by: [REDACTED] department/section:
Institute of Musicology, e-mail [REDACTED]

(together Masaryk Institute and Archives of the CAS, v. v. i. and Charles University,
Faculty of Arts as the **Rights holders**)

For the work tentatively entitled

*Music in Fifteenth-Century Bohemia:
Between Reform and Identity Building*

THIS AGREEMENT is made on the date set out in Part I of the First Schedule (“Effective Date”)

BETWEEN:

- (1) The person whose name and address appear in Part II of the First Schedule (‘Editor’) and
- (2) Boydell & Brewer, Inc., a New York corporation located at 668 Mt. Hope Avenue, Rochester, NY 14620 USA (‘Publisher’).

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1 Except where a different interpretation is clear from or necessary in the context, the following terms shall have the following meanings:

‘The Contributors’	means the Contributors to the volume
‘Delivery Date’	the date set out in Part IV of the First Schedule
‘Editor’s Discount’	the figure set out in Part III of the First Schedule
‘Electronic Book’	any version of the Work in Electronic Form, total number of copies sold not to exclude 1,000 including both print and e-books
‘Electronic Book Rights’	the sole and exclusive right and license to produce, publish, and sell the Work in the form of an Electronic Book throughout the Territory and authorize others to do so
‘Electronic Form’	a product resulting from any exercise of the Electronic Publishing Rights
‘Electronic Medium’	includes digital (ebook, epub, mobi), optical, and magnetic information storage and retrieval platforms or systems (including videos, CD-ROM, compact discs, and any other similar or dissimilar off-line platforms or systems), on-line, electronic, or other reproduction, transmission, or publication (including video-on-demand and the Internet) by any other means whether now known or subsequently developed

‘Electronic Publishing Rights’	the sole and exclusive right and license to digitize the Work and to prepare, reproduce, publish, and sell, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, rent, lend or otherwise transfer or make available or store in any medium a copy of the Work, whether or not an adaptation, abridgment, or other derivative, on its own or in combination with any other work and whether or not accompanied by any sounds and/or images by means of or through any Electronic Medium throughout the Territory, together with the exclusive right to authorize others to exercise all or any of such rights
‘Material Required’	the material set out in the Second Schedule together with such further material (if any) which Publisher considers necessary for the publication of the Work
‘Net amounts received by the Publisher’	the actual amount of money received by Publisher in the United States in U.S. Dollars or after conversion of any foreign currency received into U.S. Dollars or credited to Publisher net of any taxes and net of any bank charges handling charges post and packaging charges and any sums that are deducted by law or custom
‘Presentation Copies’	the number of copies set out in Part V of the First Schedule
‘The Publication Subsidy’	The amount to be paid by Editor or Editor’s institution, or to be arranged by Editor, in support of the book’s production, set out in Part VIII of the First Schedule
‘The Rights’	the Electronic Publishing Rights, the Electronic Book Rights, the Subsidiary Rights and the Volume Form Rights together with all further rights in the Work that may be governed by copyright law or intellectual property law now or hereafter
‘Subsidiary Rights’	the sole and exclusive right throughout the Territory to exercise and/or license others to exercise all or any of the rights in the Work
‘Term’	the full period of copyright in the Work including all renewals, reversions, extensions, and revivals of such period subsisting or arising under the laws in force in each and every part of the Territory subject to earlier termination pursuant to clause 15

‘Territory’	the world other than those areas specified in Part VI of the First Schedule.
‘U.S. recommended retail price’	the retail price recommended by Publisher for the sale of the Work in the applicable edition in the United States exclusive of tax that may at any time be included in such price
‘Volume Form Rights’	the sole and exclusive right and license to print on paper and to publish the Work and any derivative of the Work in all editions in any form in all languages throughout the world whether alone or as part of a collective work or other compilation together with the exclusive right to license others to exercise all or any such rights, total number of copies sold to include not more than 1,000 including both print and ebooks
‘Work’	the book (or books) whose title and detailed specification (if any) are set out in Part VII of the First Schedule the copyright of which is vested in Editor and Contributors. The term ‘Work’ includes all outlines, synopses, sample chapters, preparatory material, and drafts of the Work whether before or after the Effective Date of this Agreement in preparation of the Work.

- 1.2 In this Agreement, unless the context requires otherwise:
 - 1.2.1 words denoting the singular number include the plural and vice versa;
 - 1.2.2 references to persons include bodies of persons, whether corporate or incorporate; and
 - 1.2.3 words denoting the whole are deemed to include a reference to any part of the whole.
- 1.3 Any reference to any law shall be construed as referring to that law as it may be amended, modified, extended, re-enacted, or replaced (whether before or after the Effective Date) and includes all subordinate legislation and regulations.
- 1.4 The expression ‘copyright’ shall include the entire copyright, design right, rental right, right to authorize or prohibit lending, and database right subsisting now or created at any time during the term under the laws of the United States and all analogous rights subsisting now or hereafter created at any time anywhere in the Territory.
- 1.5 References to clauses, schedules, and exhibits are to clauses of and schedules and exhibits to this Agreement except where otherwise expressly stated.
- 1.6 Headings are used for the convenience of the parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses, schedules, or exhibits to which they relate.

2 Recitals and Editor and Contributor Representations

- 2.1 Editor and Contributors have written or have agreed to write the Work and are or will be the owners of the personal rights, i.e., the rights to be identified as editor and authors. The property Rights and copyright to the work are owned by the Faculty of Arts, Charles University and the Masaryk Institute and Archives of the CAS.
- 2.2 The Work has not been previously published anywhere in the Territory.

- 2.3 Editor and property Rights holders grant Publisher the Rights, subject to the terms of this Agreement.

3 Grant of Rights

- 3.1 In consideration of the premises, Editor and property Rights holders hereby grant to Publisher the Rights for the Term.
- 3.2 The Faculty of Arts, Charles University and the Masaryk Institute and Archives of the CAS sign and execute all such documents and related instruments as may reasonably be required in order to perfect protect or enforce any of the Rights in any part of the Territory.

4 Delivery and acceptance of the Work

4.1 Delivery

- 4.1.1 Editor shall (at Editor's expense) complete and deliver to Publisher not later than the Delivery Date (time being of the essence) the Material Required in a form required by Publisher for the production of the Work.
- 4.1.2 The form, content, and extent of the Work (including any Related Material) shall in all respects be in accordance with the details set out in the Second Schedule and in Part VII of the First Schedule.

4.2 Illustrations

- 4.2.1 Editor and Contributors shall supply as part of the Work all illustrative material, which, unless otherwise agreed, shall be in a form suitable for reproduction and shall be delivered to Publisher no later than the Delivery Date (time being of the essence).
- 4.2.2 The cost of supplying such illustrative material (including any copyright permission fees) shall be borne by Editor and Contributors.

4.3 Related material to be supplied by Editor

As part of the Work, Editor shall supply or bear the cost of supplying any preface, introduction, tables, graphs, diagrams, notes, appendices, bibliography, index and other materials as may be required by Publisher (collectively, 'Related Material').

4.4 Copyright permissions

Contributors shall obtain, and ensure that the Contributors at their own expense obtain, from the applicable copyright owner written permission (which they shall supply to Publisher together with the typescript and Related Material) to include and reproduce within the Work any part of the typescript and Related Material the copyright of which is not their own in all languages, editions, and formats. If Related Material has been or will be used that in Publisher's opinion is subject to copyright or other intellectual property law but for which permission has not been obtained, Publisher shall be at liberty to require the Editor and Contributors to obtain such permission at Editor and Contributors' expense but shall not be liable for any omission or oversight on the part of Editor and Contributors in respect to such Related Material.

4.5 Failure to deliver Related Material

If Editor fails to deliver to Publisher by the Delivery Date any Related Material that Editor has agreed to supply, Publisher shall be entitled to produce, commission, or otherwise obtain such Related Material itself and to charge its cost to the Editor.

4.6 Failure to deliver typescript or Related Material

If Editor fails to deliver to Publisher by the Delivery Date the typescript or any Related Material, Publisher may if it so wishes decline to publish the Work, in which case this Agreement shall automatically terminate and one or other of the following provisions shall apply in the absolute discretion of Publisher:

- 4.6.1 Editor shall not be at liberty to publish the Work or offer it to any other publisher without first re-offering it to Publisher on the terms (save as to delivery dates) set out in this

- Agreement. Furthermore, Editor shall provide Publisher not less than 60 days after written notice the right to publish the Work on the same terms as offered to or accepted by any third party.
- 4.7 Acceptance of the Work**
- 4.7.1 Publisher shall accept the Work for publication provided that the complete typescript and any Related Material delivered by Editor reasonably conform to the form, content, and extent of the Work as specified in the Second Schedule and Part VII of the First Schedule, is presented in a form suitable for commercial publication, and is of the expected standard of writing and scholarship as to all or any of which Publisher's decision shall be final and binding.
- 4.7.2 As a condition of acceptance of the Work, Publisher may require Editor to amend the Work in such a way as to conform as described in clause 4.7.1.
- 4.7.3 If Editor is unable or unwilling or for any reason fails to carry out any such amendments within a reasonable period of Publisher's request, Publisher may, after consultation with Editor, arrange for a competent person to make the amendments, and the fees payable to such person shall be deducted from any sums which may become due to Editor under the terms of this Agreement.
- 4.7.4 If any Related Material does not in Publisher's opinion conform as described in clause 4.7.1, then Publisher may give notice to Editor that it declines to publish the Work.
- 4.8 Care and return of materials**
- 4.8.1 Publisher takes no responsibility for any typescripts and Related Material while in its possession and shall not be liable in any way for loss or damage to same.
- 4.8.2 As a safety precaution, Editor agrees to retain in Editor's possession a good copy of the complete typescript of the Work and of all Related Material.
- 4.8.3 Publisher may dispose of any of the typescripts of the Work and Related Material in its possession when no longer required for publication, publicity, or other purposes of Publisher, unless Editor has previously requested it to return same.
- 5 Proofreading**
- 5.1 Reading and correction of proofs**
- Publisher undertakes to submit typeset page proofs of the Work (including any Related Material, captions, and cover text) to Editor, and Editor undertakes to read, check, correct, and return to Publisher one set of the proofs by the date or dates stipulated by Publisher, failing which Publisher shall be entitled to regard them as acceptable to Editor in all respects.
- 5.2 Cost of alterations**
- The cost of alterations made by Editor to proofs or finished artwork above 10% of the original cost of composition (other than the correction of copy editors', printers', or artists' errors) shall be borne by Editor and shall be reimbursed by the Editor on demand by the Publisher.
- 6 Production and Publication**
- 6.1 Publication**
- Publisher shall, unless otherwise agreed or unless prevented from doing so by labor or other disputes or by other circumstances beyond its control, publish the Work in volume form at its own risk and expense within eighteen months of receiving the complete and final typescript, all Material Required, and all Related Material, and accepting the Work for publication pursuant to clause 4.7.
- 6.2 Rights**

- Publisher is under no obligation to (but may) exercise all or any of the Electronic Publishing Rights, the Electronic Book Rights, or the Subsidiary Rights in its sole and exclusive discretion as set out in clause 6.3.
- 6.3 **Control of Publication**
Publisher shall (save as otherwise expressly provided in this Agreement) have within its sole and exclusive discretion the entire control of the publication distribution and sale of the Work including all decisions concerning the choice of paper, printing, typography, design, jackets, covers, binding and embellishments, advertisements, complimentary and review copies, reprinting, pricing, terms of sale, exploitation of Subsidiary Rights and remaindering.
- 7 **Editor's warranties and indemnity**
Editor warrants to the Publisher that:
- 7.1 Director Rudolf Kučera, of the Masaryk Institute and Archives of the CAS, v.v.i., and for the Faculty of Arts, Charles University the Dean of the Faculty Mgr. Eva Lehečková, Ph.D., have full power to enter into this Agreement without the consent of any other person save that of the Contributors and the editors' respective employers,;
- 7.2 the Work is an original work by Editor and Contributors that has not been previously published anywhere in the Territory;
- 7.3 (i) the Work contains nothing that is obscene, defamatory, libelous, or that would if published constitute a breach of contract or of confidence or of the right of privacy or publicity of any person, or the publication of which is for any other reason unlawful, (ii) the exploitation of any of the Rights by or under license from Publisher will not infringe the copyright or any other rights of any third party, and (iii) there are no claims pending or, to the knowledge of Editor, threatened, relating to the Work, the Required Material, the Related Material, or any of the Rights;
- 7.4 All statements in the Work purporting to be facts are true, and any recipe, formula, or instruction contained in it will not, if followed accurately, cause any injury, illness, or damage to the user;
- 7.5 Editor shall fully indemnify and hold harmless Publisher, its licensees and affiliates, and their respective directors, officers, employees, and agents against all actions, claims, suits, and proceedings ('Claims') and all costs and damages (including any damages or compensation paid by Publisher on the advice of its legal advisors to compromise or settle any claim), all legal costs (including reasonable attorney's fees, whether incurred as the result of a third party claim or a claim to enforce this provision), and other expenses and losses, including lost profits arising out of any breach or alleged breach of any Editor warranty or out of any Claim by a third party based on any facts that, if substantiated, would constitute such a breach;
- 7.6 If any such Claim is brought against Publisher, Publisher may undertake the defense thereof with counsel of its own choosing and may defend, settle, or compromise the same, as it may determine in its sole discretion. Until such Claim is finally determined or settled, Publisher may withhold any sums due to Editor.
- 7.7 The above clauses will equally apply to any content used in the Work which may have been generated by Artificial Intelligence tools and/or Large Language Model tools, or content derived from the public domain.
- 7.8 Editor undertakes during this Agreement not (without the consent of Publisher) to publish or suffer to permit to be published any abridgement, translation, or part of the Work in volume or serial form, nor shall Editor prepare or suffer or permit to be prepared otherwise than for Publisher any works that reproduce in identical or similar form any part of the Work

- 7.9 Publisher undertakes to come to agreement with individual Contributors in respect of their several essays and shall not hold Editor responsible for any breaches of copyright that may result from the actions of said Contributors.

8 Certain obligations of Editor

Editor shall:

8.1 Dealings

- 8.1.1 not grant any license or make any agreement in respect of the Work or do anything that would conflict with or derogate from the grant of the Rights hereunder or otherwise from the terms of this Agreement;
- 8.1.2 not, without the Publisher's prior written consent, prepare or agree to prepare or authorize or permit the preparation otherwise than for Publisher any work similar to the Work for publication in such a style, at such a price, and intended to be marketed to potential purchasers that Publisher may reasonably consider to be likely materially and adversely to affect the exploitation of all or any of the Rights;

9 Certain obligations of the Publisher

The Publisher shall:

9.1 Copyright Protection

ensure that all copies of the Work published by Publisher bear on the reverse of the title page (for copies published in volume form) and on the packaging and in suitable prominent places on screen or otherwise in vision (for copies published in any Electronic Form) the following information:

© Charles University, Faculty of Arts, 2025

© Masaryk Institute and Archives of the CAS, v. v. i.

© Hana Vlhová-Wörner, Jan Ciglbauer, Lenka Hlávková, Eliška Baťová, Viktor Velek, Rhianydd Hallas

and the phrase "All Rights Reserved";

9.2 Free and Reduced Price Copies

send Editor and Contributors upon publication the Presentation Copies and allow the Editor and Contributors to purchase further copies at the United States' recommended retail price less Editor's discount;

9.3 Inclusion of Editor's name

include Editor's name prominently on the front cover, jacket, spine, and title page of all printed copies of the Work and on all Electronic Form versions of the Work and, where considered appropriate by Publisher, in all publicity and advertisements for the Work;

9.4 Dealings

not assign the benefit of this Agreement without the prior written consent of Editor except to a company within Publisher's corporate group or on a sale of the entire or substantially all of the business of Publisher;

9.5 Abridgement

not publish or license the publication of an adaptation, abridgement, or other derivative of the Work (save in the exploitation or licensing of Electronic Publishing Rights) without the prior written consent of Editor, provided that Publisher shall have the right to abridge, condense, or excerpt the Work without compensation to Editor, to market, advertise, or promote the Work;

9.6 Sublicensing obligations

include the following obligations on the part of the sublicensee in any sublicense granted by Publisher:

- 9.6.1 to place in all copies of the Work published by such sublicensee on the reverse of the title page (for copies published in volume form) and in suitable style and place (for copies published in any Electronic Form) the symbol © accompanied by the phrase “the Editor and Contributors,” the year of first publication of the Work, and the phrase “All Rights Reserved,” and
- 9.6.2 to place a notice on all (if any) copies of the Work published by such sublicensee in the United Kingdom: “The right of (*name of the Editor*) to be identified as the Editor of this Work has been asserted in accordance with Sections 77 and 78 of the Copyright Designs and Patents Act 1988”;
- 9.6.3 to send Editor the Presentation Copies of the sublicensee’s edition of the Work.

9.7 Remuneration for Rights holders

- 9.7.1 The Publisher undertakes to pay the Rights holders a fee of EUR 50 (that is, fifty euros) for the granted license (that is 50 euros for the Charles University, Faculty of Arts, 50 euros for Masaryk Institute and Archives of the CAS, v. v. i.).
- 9.7.2 The Publisher undertakes to pay the Rights holders the remuneration specified in paragraph 9.7.1 above on the basis of invoices issued by the Rights holders within 20 days of signing this Agreement and with a payment-due date 20 days from the date of delivery of those invoices to the Publisher. The Publisher and Rights holders agree that the monetary transactions will take place on a bank account that the Rights holders concerned shall indicate in the tax documents (invoices).

10 Remainder

If after a period of three years from the date of first publication of the Work under the terms of this Agreement, the Work shall in the opinion of the Publisher have ceased to have a remunerative sale, Publisher shall be free to dispose of any remaining copies as a remainder or overstock, with no royalty to be payable.

11 Termination

11.1 Termination by the Editor

The Rights holders may by written notice to Publisher terminate this Agreement if any of the following happens:

11.1.1 Breach of publishing requirements

Publisher fails to publish the Work within the time stipulated in clause 6.1; or

11.1.2 Other breaches by Publisher

Publisher is in breach of any of its other obligations under this Agreement and, in the case of a breach capable of being remedied, fails to remedy such breach within one month of being requested by Editor in writing to do so;

11.1.3 Insolvency of Publisher

Publisher files for bankruptcy or if a receiver, administrative receiver, receiver and manager, or administrator is appointed in respect of the whole or any part of its assets or if Publisher makes an assignment for the benefit of or a composition with its creditors generally.

11.2 Termination by Publisher

Publisher may by written notice to Rights holders and Editor terminate this Agreement if any of the following happens:

11.2.1 Breach of representation

any representation or warranty made by Editor is false or misleading in any material respect when made; or

11.2.2 Other breaches by the Editor

Editor breaches any of its other obligations under this Agreement and, in the case of a breach capable of being remedied, fails to remedy such breach within one month of being requested by Publisher in writing to do so.

11.3 Consequences of termination

11.3.1 Upon the termination of this Agreement, all rights granted to Publisher under its terms shall automatically and immediately revert to Rights holders absolutely.

11.3.2 Publisher may for a period of six months on a non-exclusive basis continue to sell any copies of the Work that are on hand or in process as at the date of expiry or termination of this Agreement subject to the payment of Royalties.

11.3.3 Termination shall not affect:

11.3.3.1 the subsisting rights (if any) of any third party under a sublicense validly entered into by Publisher prior to termination;

11.3.3.2 the right of Editor to moneys accrued from Publisher's sales and exploitation of the Work prior to termination;

11.3.3.3 any claim that a third party may have against the other for damages or otherwise.

11.3.4 If Rights holders or Editor terminates this Agreement pursuant to clause 11.1.1, Rights holders and Editor shall be entitled, in lieu of all other remedies, to retain all amounts previously paid to Editor.

11.3.5 If Publisher terminates this Agreement pursuant to clause 11.2 before publishing the Work, Editor shall immediately return all amounts previously paid to Rights holders or Editor.

11.4 Further Assurance

After termination of this Agreement, Publisher shall from time to time when so requested and at Rights holders' or Editor's expense do all such things and sign and execute all such documents as Rights holders or Editor may reasonably require to confirm the reversion of rights to Rights holders and Editor under the terms of this Agreement, and in particular (but not by way of limitation) Publisher shall give notice in the form specified by Rights holders or Editor to all (if any) of Publisher's sublicensees of the termination of this Agreement and shall request such sublicensees as from the date of termination to account to Rights holders or Editor or as Rights holders or Editor shall direct for moneys payable by such sublicensees in respect of the Work

12 Infringement

12.1 If at any time during the Term the copyright in the Work shall in the reasonable opinion of Publisher be infringed by a third party, Publisher shall be entitled to take proceedings in the joint names of Publisher and Rights holders and Editor, but at Publisher's own cost and expense, and Rights holders and Editor shall fully cooperate with Publisher in such proceedings.

12.2 Publisher shall be entitled to retain its own counsel and shall have full power to abandon, compromise, or settle such proceedings at its own discretion but only after consulting with Rights holders and Editor.

12.3 Any sum recovered by way of damages and costs shall be applied (i) towards repayment of the costs and expenses incurred in such proceedings, (ii) if attributable to lost sales, to Rights holders and Editor in the form of appropriate Royalties, and (iii) the balance shall be divided equally between the parties.

12.4 Notwithstanding any other provisions of this Agreement, Publisher and its sublicensees, if they reasonably consider it necessary for the protection of the Work, shall be entitled to take proceedings in their sole name in any part of the Territory for interlocutory relief without prior notice to Rights holders and Editor, provided that Publisher or its

- sublicensee (as appropriate) shall as soon as reasonably practicable afterwards give Rights holders and Editor notice of such proceedings.
- 12.5 The provisions of this clause apply only to an infringement of the copyright in the Work that affects any Right granted to Publisher under this Agreement.
- 13 Revised editions of the Work**
- 13.1 If Editor and Publisher agree that a revised edition of the Work is necessary in order to keep it up to date, Editor shall without charge to Publisher edit and revise the Work and shall supply any new material that is required for that purpose and deliver the edited and revised Work to Publisher within the period agreed between them.
- 13.2 If Editor is unwilling or unable or for any reason fails to edit and revise the Work as mentioned in clause 17.1, Publisher may arrange for a competent person to do so, and any fees payable to such person shall be deducted from any moneys that may become due to Editor under the terms of this Agreement.
- 14 Out of print**
- If the Work shall become out of print and unavailable in any language, Rights holders or Editor may notify Publisher in writing to reprint and re-issue the Work. If Publisher fails to notify Editor within six weeks of such written notice that it will publish the reprint or re-issue the Work or authorize another to do so within nine months of such receipt, the Rights shall at that time automatically revert to Editor, but this shall not affect Publisher's rights in respect of all sublicenses in the Work until such time as the sublicenses expire.
- 15 Moral Rights**
- 15.1 **Waiver of moral rights**
- To the fullest extent permitted by the law applicable in any part of the Territory, Faculty of Arts, Charles University and the Masaryk Institute and Archives of the CAS irrevocably and unconditionally waive all property rights to which they are now or may at any time in the future be entitled under any laws in force from time to time during the Term in any part of the Territory, and declare that this waiver shall operate in favor of the Publisher, its sublicensees, assigns, and successors in title.
- 15.2 **Alteration of the text of the Work**
- Publisher reserves the right to alter the text of the Work in such a way as shall appear to Publisher appropriate and to delete anything that in the advice of the Publisher's legal advisers is considered objectionable or capable of being actionable at law but any such alteration or deletion shall not affect Editor's full liability under the warranties and indemnity contained in clause 7 and Editor irrevocably and unconditionally undertakes that they will not in any part of the Territory maintain or support any claim for infringement of their moral rights by reason of any alteration to or deletion from the Work made by Publisher, its licensees, assigns, or successors in title pursuant to this subclause.
- 16 General**
- 16.1 **Force majeure**
- If a party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its reasonable control (including war, insurrection, terrorism, national emergency, flood, earthquake, strike or other labor disturbance, illness, or death) the party unable to fulfill its obligations ('the incapacitated party') shall promptly notify the other party and shall promptly take all reasonable steps to resume full performance of their or its obligations as soon as possible.

- 16.1.1 Subject to compliance with the requirements of subclause 21.1.1, the incapacitated party shall not be deemed to be in breach of its obligations under this Agreement during the period of incapacity, and both parties shall continue to perform their respective obligations under this Agreement except those dependent on the prior performance by the incapacitated party of obligations that it cannot perform during the period of incapacity.
- 16.1.2 If the period of incapacity exceeds six months, the other party may terminate this Agreement by written notice to the incapacitated party.
- 16.2 **Whole agreement**
This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter. The parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by a party shall alter or affect the interpretation of this Agreement.
- 16.3 **Joint and several**
All agreements on the part of either of the parties that comprise more than one person or entity shall be joint and several.
- 16.4 **Proper law and jurisdiction**
This shall be governed by, and shall be construed and interpreted in accordance with the law of the State of New York, U.S.A., without regard to any choice of law or conflicts of law doctrine (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- 16.5 **Arbitration**
All disputes relating to this Agreement shall be submitted to, and resolved by, binding arbitration before a panel of three (3) arbitrators chosen by the Rochester, New York Regional Office of JAMS/Endispute in accordance with the rules determined by JAMS. The arbitrators shall apply New York law. At least one (1) arbitrator shall be reasonably familiar with the publishing industry. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction and the parties hereby expressly and irrevocably consent and subject themselves to the exclusive personal jurisdiction of the United States District Court for the Western District of New York or any New York state court in respect of all matters arising under or in connection with this Agreement. Unless the arbitrators decide otherwise, all costs of the arbitration incurred by the parties, including reasonable attorneys' fees and costs, shall be paid by the party that does not prevail in the arbitration; provided, however, if the arbitration is settled prior to a decision by the arbitrators, the parties shall each pay 50% of the costs of arbitration, other than their own legal fees and expenses, which each shall bear separately.
- 16.6 **Death of Editor**
Upon the death of Editor, any payments due or becoming due under this Agreement from Publisher to Rights holders or Editor shall be paid to Rights holders or Editor's personal representatives.
17. **General**
- 17.1 **Notices**
- 17.1.1 Any notice of consent or the like required or permitted to be given under this Agreement shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first-class post, electronic mail, or facsimile transmission at its address as set out above or as otherwise notified in accordance with this clause.
- 17.1.2 Notice given personally shall be deemed given at the time of its delivery.

- 17.1.3 Mailed notice shall be deemed given at the start of business of the receiver on the third business day after posting.
- 17.1.4 Notice sent by electronic mail or facsimile transmission shall be deemed given at the time of its actual transmission, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission was not successfully transmitted to the intended recipient.
- 17.2 **No modification**
This Agreement may only be modified by an instrument in writing signed by both parties.
- 17.3 **Waiver**
The failure by a party to enforce at any time or for any period any term of this Agreement shall not be a waiver of the term or of the right at any time subsequently to enforce all terms of this Agreement.
- 17.4 **Severance**
If any term of this Agreement is declared by any competent authority to be void, voidable, illegal, or otherwise unenforceable or indications of this are received by a party from any relevant competent authority, the parties shall amend that term (and hereby ask the court to do so) in such reasonable manner as achieves the intention of the parties without illegality, or, at the discretion of Publisher, it may be severed from this Agreement. In either event the remaining provisions of this Agreement shall remain in full force and effect.
- 17.5 **Survival of terms**
The warranties and indemnities contained in this Agreement and the provisions for payment of and accounting in respect of Royalties and other moneys due to Rights holders and Editor under the terms of this Agreement shall survive the termination of this Agreement.
- 17.6 **Rights and remedies cumulative**
Except as otherwise expressly provided herein, all rights and remedies available to a party shall be cumulative, and no exercise by a party of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy otherwise available to it.
- 17.7 **Confidentiality**
- 17.7.1 Each party ('Receiver') agrees to maintain secret and confidential all confidential information obtained from the other ('Discloser') both pursuant to this Agreement and prior to and in contemplation of it (including the terms of this Agreement and information concerning them) and all other information that Receiver may acquire from Discloser in the course of this Agreement, to respect Discloser's proprietary rights in such material, to use the same exclusively for the purposes of this Agreement, and to disclose the same only to its professional advisers and to those of its employees, officers, agents, and representatives pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement (and of which employees, officers, agents, and representatives shall be made aware and required to acknowledge these confidentiality arrangements in writing).
- 17.7.2 The obligation set out in subclause 21.7.1 shall not apply to any information that:
- 17.7.2.1 prior to its receipt was in Receiver's lawful possession and at its free disposal; or
- 17.7.2.2 is subsequently disclosed to Receiver without any obligations of confidence by a third party, who has not derived it directly or indirectly from Discloser; or
- 17.7.2.3 is or becomes generally available to the public through no act or default of Receiver or its agents, employees, officers, and representatives; or
- 17.7.2.4 is required by law to be disclosed.
- 17.8 **Binding effect**
This Agreement shall bind and ensure the benefit of the parties and their respective permitted assigns personal representatives and successors in title

17.9 **No partnership**

Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties nor the relationship of employer and employee under a contract of service nor the relationship of principal and agent.

IN WITNESS WHEREOF, Publisher and Rights holders have executed this Agreement, all as of the Effective Date.

SIGNED by

and for BOYDELL & BREWER, INC. by

mua MASARYKŮV ÚSTAV
ARCHIV AV ČR, v.v.i. Digitally signed by doc. Dr. phil.
Rudolf Kučera Ph.D.
Date: 2025.03.15 2:06:02'00'

Rudolf Kučera

for

Masaryk Institute and Archives
of the CAS, v. v. i

4/3/25

[Date]



Mark Kavanagh

Group Publishing Director

3/31/25

[Date]

Mgr. Eva Lehečková,
Ph.D. Dig tálně podepsal Mgr. Eva
Lehečková, Ph.D.
Datum: 2025.04.03 15:34:50 +02'00'

Eva Lehečková

Dean,

Charles University, Faculty of Arts

4/3/25

[Date]

THE FIRST SCHEDULE

Part I	The Effective Date: March 30th, 2025
Part II	<p>The Editors:</p> <p>[REDACTED]</p> <p>Gabčíkova 10, 180 00 Praha 8</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Jana Palacha 2, 11638 Praha 1, Czech Republic</p> <p>[REDACTED]</p>
Part III	Editors can purchase copies of their own and other Boydell & Brewer books at a discount. The percentage and other terms offered can be found here: https://boydellandbrewer.com/boydell-brewer-authors/ (password: B0yd3ll) and may be subject to change in the future. Discounts are offered on print and electronic books and can be extended to friends, families, and colleagues as well.
Part IV	The Delivery Date: April 15, 2025
Part V	Presentation Copies: 2 to each editor, 1 to each contributor
Part VI	Areas excluded from this agreement: None
Part VII	<p>The Work:</p> <p>Title: <i>Music in Fifteenth-Century Bohemia: Between Reform and Identity Building</i></p> <p>Number of Words, approximately: 110,000</p> <p>Number of b/w Images: 16</p> <p>Number of Musical Examples: 20</p>
Part VIII	The production subsidy: Masaryk Institute and Archives of the CAS, v. v. i. to apply for a grant of 50,000 CZK (ca. \$2,000 less VAT would be ca. \$1,400).

THE SECOND SCHEDULE

The material required

The Editor(s) shall supply the following material for the production of the Book:

In respect of the text of the Work:

Electronic file or files of the Work in Microsoft Word, in double spacing, with adequate margins. The file(s) shall contain the following:

- (a) a title-page with Editors' names in the form in which Editors wish them to appear;
- (b) any copyright acknowledgements in respect of quotations;
- (c) if applicable, a complete and accurate list of illustrations together with acknowledgements and indications of where illustrations are to be placed in the typescript; a separate list of captions;
- (d) all footnotes, bibliographies, appendices, and other apparatus;
- (e) if applicable, a notes on contributors section containing brief bios;
- (f) all front matter such as dedication, general acknowledgments, etc., including the following dedication:

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The files should be prepared in accordance with the guidelines provided.

Editor(s) shall compile an index and deliver an electronic copy within three to four weeks of receipt of the indexable page proofs.

In respect of any illustrations which may be required:

The Editor(s) shall be responsible for providing material suitable for reproduction and the Publisher shall be at liberty to reject material that is not, in the Publisher's opinion, suitable for reproduction in its current format.

Images shall be supplied in electronic format, scanned to no less than 4.5 inches/11 cm wide at a resolution of 300 ppi/dpi and supplied in TIFF or JPEG format.

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In the case of line drawings, the Author shall provide wherever possible finished line artwork in electronic format. Maps, charts, and figures should be supplied in TIFF or JPEG format scanned to no less than 4.5 inches/11cm wide at a resolution of 300 ppi/dpi.

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Note that illustration locations are approximate (that is, illustrations may not appear exactly where they are called out). Therefore, callouts for illustrations must be placed between complete paragraphs and not integrated into them. Where an illustration must be referred to in text, please refer to it by its number (e.g., "Table 3.1 gives an overview of the preparatory events preceding Los Caños del Peral's reopening in 1787").

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