

HB 9781041122753 EB - 978-1-003-66395-9 PB - 9781041122760 Contract # Louise Ingham

EDITOR CONTRACT Traditional and Open Access Publishing Agreement

This Publishing Agreement is made this this 29 April 2025

between

Charles University

of Faculty of Science Albertov 6 128 00 Prague 2 Czech Republic #> (the 'Editor', which includes the Editor's executors, administrators, successors and assignees, as may be appropriate);;

Masaryk Institute and Archive of the Czech Academy of Science of Gabčíkova 2362/10 Praha 8 182 00 Czech Republic (the 'Editor', which includes the Editor's executors, administrators, successors and assignees, as may be appropriate);

and

(2) **Routledge**, an imprint of **Taylor & Francis Group**, **LLC**, a State of Delaware limited liability company, of 605 Third Ave., 21st Floor, New York, NY 10158, USA (the 'Publishers,' which includes the Publishers' administrators, assigns and successors in business as may be appropriate).

Agreed terms

- 1 Editor's Obligations
- 1.1 The Editor agrees to write (in part) and, compile or edit, a work provisionally titled

Networking and Career Strategies in Late Habsburg Monarchy and its Successor States: Paths to Power

together with the Chapter Abstracts as set out in Section 1.2(d) below (together, the 'Work').

- 1.2 The Editor shall deliver to the Publishers by 31 May 2025 (the 'Due Date'):
 - (a) the complete typescript of the Work in Microsoft Word format or another recognizably generic format such as Rich Text Formatting (RTF) which will be no longer than 140,000 words/pages including tables words (including the references, bibliography, figures, illustrations and index), and will be prepared according to the Publishers' Guide for Authors and Editors as amended from time to time and supplied to the Publishers, and in accordance with the provisions of Schedule 1 to this Agreement;
 - (b) all photographs, drawings, diagrams, tabular material and any other material as are necessary to illustrate and complete the Work (together, the 'Illustrations'). The Illustrations supplied by the Editor will be ready for reproduction and in accordance with the provisions of Schedule 1 to this Agreement, and the Editor will, upon demand from the Publishers, reimburse the Publishers for all costs incurred by the Publishers if the Illustrations need correction or redrawing. Each Illustration must include a caption and an alternative text description to assist



print impaired readers ('Alt Text'). The Illustrations and other additional material will be returned to the Editor if the Editor requests this, but the Publishers will not be responsible for any accidental loss or damage to the Illustrations and other additional material while it is in their possession;

- (c) a list of the names, email addresses and postal addresses of any Contributors (as defined in section 1.3(a) below) to the Work;
- (d) an abstract in respect of each and every chapter in the Work, being a summary of 100-200 words which outlines the content of that chapter (each a 'Chapter Abstract'). Should the Editor be unable or unwilling for any reason to deliver the Chapter Abstracts to the Publishers by the Due Date, the Publishers shall be entitled to arrange for the Chapter Abstracts to be prepared by another party in its sole discretion, and the Editor will, upon demand from the Publishers, reimburse the Publishers for all costs incurred by the Publishers in connection therewith;
- (e) a complete list of any third-party materials included in the Work and, unless otherwise agreed in writing with the Publishers, copies of any relevant correspondence and permissions as set out in Section 1.3 below; and
- (f) the Editor's and each Contributor's ORCID identifier, if the Editor or Contributor wishes, pursuant to Section 1.4 below.

1.3 The Editor shall:

- (a) identify and approach appropriately qualified and competent contributors (the 'Contributors') to write contributions (the 'Contributions') for the Work, and inform all Contributors that the Work, or, if applicable, parts of it, will be published on an Open Access Basis (as defined in Section 6.2 below);
- (b) procure a signed contributor agreement from each individual Contributor on behalf of the Publisher and use best endeavours to ensure that the Contributors deliver their Contributions by the date specified in their individual contributor agreements with the Publishers.
- (c) supervise the preparation of the Work and the Contributions and ensure that they are of the standard, character and extent that might reasonably be expected by the Publishers;
- (d) read and approve, reject and/or edit where necessary the typescript of each Contribution prior to its delivery to the Publishers;
- (e) where necessary submit proofs of each Contribution to the relevant Contributor for checking and correction, and ensure that such corrected proofs are returned to the Publishers without delay;
- (f) in respect of any parts of the Work other than the Contributions, be solely responsible for obtaining and paying for any third party permissions for the use in the Work of any material in which the copyright or any other intellectual property rights are owned by a third party, and when seeking such permissions the Editor will obtain both print and electronic rights (including, if applicable, the right to publish the third party material on an Open Access Basis, as defined in Section 6.2 below) so that the material can be used in both print and eBook formats of the published Work;



- (g) retain a duplicate copy of the Work, the Illustrations, Contributions and all other material supplied to the Publishers; and
- (h) by no later than the time that page proofs are approved for publication as described in Section 6, compile an index for the Work, of a length and nature acceptable to the Publishers. Should the Editor be unable or unwilling to compile an index the Publishers may arrange for its compilation and the cost will be charged to the Editor and, at the Publishers' sole option, either (i) the Editor will, upon demand from the Publishers, promptly reimburse the Publishers for all costs incurred in connection therewith, and/or (ii) such costs will be deducted from any payments that may become owed to the Editor under Sections 10 or 11.
- 1.4 To assist with the smooth running of the submission, production and publication process for the Work, the Publishers request that the Editor registers with ORCID (Open Researcher and Contributor ID), and encourages the Contributors to do likewise, and provides the Publishers with his/her and the Contributors' ORCID identifier at the same time as delivery of the typescript of the Work under Section 1.2 above. For the avoidance of doubt, this is the Publishers' preference but this is not a mandatory obligation on the Editor or Contributors. The current website for registering with ORCID is at https://orcid.org/.
- 1.5 The Editor shall not at any time during the term of this Agreement enter directly into any contract or agreement with a Contributor or potential Contributor that might affect the rights granted to the Publishers in this Agreement or any agreement between the Publishers and a Contributor.

2 Acceptance for Publication

- 2.1 If the Publishers decide not to publish the Work, they will give the Editor their reasons in writing. The obligation to repay the Publishers any monies already paid to the Editor will depend on the Publishers' reasons for not publishing the Work and may be discussed when this Agreement is terminated.
- 2.2 The reasons why the Publishers may decide not to publish the Work may include any of the following.
 - (a) The Editor fails to deliver any item mentioned in Section 1.2 by the Due Date, in which case (i) the Publishers may decline to publish the Work, and (ii) the Editor will, upon demand from the Publishers, return any royalty advance already paid under the terms of this Agreement by the Publishers and/or the Publishers may set off an amount against the royalties of other books contracted between the Editor and Publishers if necessary.
 - (b) The Work is delivered, but either it or any part or Contribution contained in it does not conform to the scope or content of the specifications agreed, or to the academic standard that might reasonably be expected. In this event the Publishers will have the right to request the Editor to make revisions to the Work. If the Publishers consider that such revisions are unsatisfactory in form and content, or the Editor is unwilling to make such revisions, then the Publishers may terminate this Agreement with written notification, and the Editor will promptly repay to the Publishers any monies already paid by the Publishers to the Editor in connection with the Work. When the Agreement is terminated, all rights granted to the Publishers under Section 3.2 of this Agreement will revert to the Editor.
 - (c) The Work delivered to the Publishers exceeds the agreed length by more than 5%. If so, the Publishers may either request the Editor to make the necessary reductions, or reduce the royalty rates specified in Section 10 below by half on the first printing of the Work.



- (d) The Publishers consider it necessary to submit the Work for legal or other professional review, in which case acceptance of the Work will be conditional until any changes which may be requested by the Publishers as a result of such review have been made by the Editor and accepted by the Publishers in writing.
- (e) The Publishers have a reasonable basis to believe that the Editor has (i) breached the warranties or responsibilities contained in this Agreement and/or any other agreement with the Publishers and/or its affiliates and/or (ii) committed any act which brings or could be expected to bring the Work or Publishers into disrepute and/or is otherwise prejudicial to the Publishers' interests.

3 Copyright

- 3.1 The copyright in the Editor's part in and to the Work and any Contribution written by the Editor for inclusion therein will remain the property of the Editor, but nothing in Section 3.1 (this section) shall affect any rights separately granted by Contributors to the Publishers. The copyright notice to be printed in the Work will be in the name of Editor for selection and editorial material, with year of first publication.
- 3.2 (a) In consideration of the payment to the Editor of the fee and/or applicable royalty percentages of the Publishers' receipts set out in Section 9, the Editor grants to the Publishers the exclusive right and license to adapt, produce and publish, and to license others to adapt, produce and publish, the whole or any part of the Editor's part in and to the Work and any Contribution written for inclusion therein or any abridgement, adaptation or translation of the Editor's part in and to the Work, in all forms and media, in all languages throughout the world for the full term of copyright, (including all renewals and extensions of that term). For the avoidance of doubt, the rights granted in this Section include the right for the Publishers to publish all or part of the Work on an Open Access Basis pursuant to Section 6 below.
 - (b) The rights granted to the Publishers in this Agreement shall include but not be limited to:
 - (i) the rights specified in Sections 10 and 11, and specifically the Editor grants the Publishers the right to exploit, and to license to others the right to exploit, the subsidiary rights referred to in Section 11; and
 - (ii) the exclusive right to edit, adapt, produce, publish, disseminate, enrich or otherwise make available and to license others to produce, publish, disseminate, enrich or otherwise make available the Work or any part of the Work in any digital, online or electronic form now known or later invented, in all languages throughout the world for the full term of copyright (including all renewals and extensions of that term) and the right to renew and extend such right.
- 3.3 The Editor may use up to 10% of material from the Work in academic or professional journals, and for the Editor's professional purposes, provided that he/she informs the Publishers in advance, and acknowledges the Work and the Publishers.
- 3.4 If the Work is to be published in the United Kingdom, the Editor asserts to the Publishers their moral right to be identified as the author of the Editor's part in and to the Work in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.
- 3.5 The Publishers undertake to place the following notice with due prominence in every copy of the Work published by them in the United Kingdom:



'The right of Charles University, Masaryk Institute and Archive of the Czech Academy of Science to be identified as the author of this Work has been asserted by him/her in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.'

3.6 Notwithstanding the provisions of Section 21, no accidental or inadvertent failure by the Publishers or by any third party to include such a notice shall constitute a breach of this Agreement or the Editor's rights and/or otherwise give rise to or result in any liability for the Publishers.

4 Editor's Warranty and Indemnity

- 4.1 The Editor warrants to the Publishers (knowing that the Publishers are relying on such warranties) that:
 - (a) the Editor is the legal owner with full title guarantee of the copyright in the Work or to the extent that the Editor is not, has obtained all necessary permissions (including, if applicable, permission to reproduce and publish any third-party material on an Open Access Basis pursuant to Section 6 below), and thus has full power to make this Agreement;
 - (b) the Work is original (except for material in the public domain, and material included with written permission of the copyright owners), and that it has not previously been published in any form in the territories covered by this Agreement and does not violate or infringe any existing copyright or license, or any other right of any person or party;
 - (c) the Work contains nothing libelous, obscene or unlawful or that could reasonably be expected to result in liability for the Editor or the Publishers, that the Work respects the privacy of any individual(s) named therein and that all statements in the Work purporting to be facts are, to the best of the Editor's knowledge and belief, true, complete and not misleading;
 - (d) all and any programs in the Work have been prepared with due care and attention and have been adequately tested; and
 - (e) any recipe, formula or instruction in the Work will not, if followed correctly, cause physical injury or damage to any person.
- 4.2 The Editor will indemnify and hold harmless the Publishers against any loss, damages, injury, costs and expenses (including any legal costs or expenses, and any compensation costs paid by the Publishers) arising from any alleged facts or circumstances which, if true, would constitute a breach of the warranties.
- 4.3 All warranties and indemnities in Section 4 (this section) will survive any termination of this Agreement.

5 Publishers' Activities

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



- 5.2 The Publishers will have the right to make any decisions they see fit concerning the production, design, publication, marketing, sales, distribution, licensing, permissions and pricing of the Work, including the number of copies printed, format, paper, printing, binding, jacket and cover designs. The Editor expressly acknowledges and agrees that the Publishers shall have no liability to the Editor or any other person under this Agreement or otherwise in connection with any such decisions.
- 5.3 The Publishers will not be responsible for any accidental loss or damage to the Work while it is in their custody, or in the course of production.

6 Open Access

- 6.1 In consideration of the payment of €8,400 EURO exclusive of VAT or any other taxes (if applicable) ("Open Access Publishing Fee") to be paid by the Editor to the Publishers on or prior to delivery of the final manuscript, the Publishers agree to make the Work available on an Open Access Basis (as defined in Section 6.2 below) on the terms set out in this Section 6.
- Publishing on an "Open Access Basis" means that the Publishers will make the whole Work, or, if applicable, any parts of it, freely available online under the access and use license specified in Section 6.3 below, with no subscription fee or article-pay-to-view fee or any other form of access fee or any publication embargo being applied.
- 6.3 The Work, or, if applicable, any parts of it, will be published approximately 12 months after initial publication on an Open Access Basis under the terms of the Creative Commons A https://creativecommons.org/licenses/by-nc-nd/4.0/legalcode.
- 6.4 The conditions and specifications upon which the Publishers will make the Work or any parts of it available on an Open Access Basis are set out in Schedule 2 to this Agreement.
- 6.5 If, at the time of delivery of the final manuscript, the Editor is unable to arrange the payment of the Open Access Publishing Fee, the Publishers will publish the Work according to their standard publishing terms under this Agreement but will not make the Work available on an Open Access Basis.
- 6.6 If the Publishers decline to publish the Work pursuant to Section 2 of this Agreement after the Editor has paid the Open Access Publishing Fee, the Publishers will refund the Open Access Publishing Fee in full to the Editor.

7 Proofs and alterations

Following acceptance by the Publishers of the Work, the Publishers will prepare and deliver proofs to the Editor. The Editor will read and correct the proofs of the Work and will promptly return them to the Publishers. If the Editor fails to return the corrected proofs at the time agreed with the Publishers, the Publishers will consider the proofs as being approved by the Editor for publication. Any alterations made by the Editor to the proofs, or to the finished artwork (other than the correction of the Publishers' or printers' errors) may be charged to the Editor at cost per line changed.

At the Publishers' sole option, either (a) the Editor will, upon demand from the Publishers, pay these charges directly to the Publishers, or (b) such charges may be deducted from any payment due or payable to the Editor under this Agreement.

8 Free copies



- 8.1 The Publishers will send to the Editor immediately after first publication of the Work 12 (twelve) free hardback and 12 (twelve) free paperback copies of the Work.
- 8.2 The Editor will be entitled to purchase directly from the Publishers at the current author discount rate (which will be applied to the list price of the book at time of purchase), additional copies for personal use, and for re-sale at events and workshops organized by the Editor, or where the Publisher will not be displaying or selling the Work. The Editor will also have the right to purchase other publications of the Publishers at current author discount rate for personal use only. The Editor will pay the Publishers in advance for any such orders, including postage costs where charged by the Publisher.
- 8.3 To the extent any parts of the Work are not made available on an Open Access Basis, the Publishers will provide the Editor with access to one copy of any eBook or online version of the Work that they produce.

9 Conflicting publications

Subject to the provisions of Section 3.3, the Editor warrants that during the continuance of this Agreement no material written, compiled or edited by the Editor (or otherwise associated with the Editor) will be published which may reasonably be considered by the Publishers to directly compete with and/or tend to lessen the sale of the Work (excluding earlier editions of the same Work) (a 'Conflicting Publication'), unless the Publishers have granted the Editor permission in writing for a Conflicting Publication. In addition, the Editor warrants to the Publishers that no Conflicting Publication has already been published and undertakes that he/she will not enter into (or cause any other person, such as an agent, to enter into on his/her behalf) any agreement to publish a Conflicting Publication.

10 Royalties to the Editor

- Unless otherwise agreed in writing by the parties, the Publishers will pay royalties at the rates set out in Clause 10.1 (this clause) to the Editor, in respect of the following sales or rentals of print and commercial eBook copies (if applicable) of the Work only.
 - (a) Hardback sales:
 - 2.5% on the first 300 sold and 7% on all subsequent copies sold..
 - (b) Paperback sales:

5% on the first 300 sold and 7% on all subsequent copies sold..

- (c) Rental of whole or part of the Work
- 5.00% of the actual amounts received by the Publishers on receipts from rentals throughout the world.
- (d) Commercial sales of the book in electronic form (i.e. a copy of the Work which can be or is read, viewed, downloaded, or podcasted by the reader in or by a digital format, whether or not available over the World Wide Web

5% on the first 300 sold and 7% on all subsequent copies sold.

- (e) Book club sales:
- 5.00% of the actual amounts received by the Publishers.
- (g) Special discount sales:

On all sales at 50% or more off the UK or US published price, 5.00% of the actual amounts received by the Publishers.



(g) Customized text sales:

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

(i) Remainder sales:

5.00% of the actual amount received by the Publishers in respect of all copies of the Work remaindered above cost.

(j) Audio and video rights:

5.00% of the actual amounted received by the Publishers.

- 10.2 All royalties specified in Section 10.1 will be calculated on the Publishers' sales exclusive of any copies remaindered at or below cost, returned, destroyed in transit, provided for review, or given free to the Editor.
- 10.3 For the avoidance of doubt, no royalties will be applicable under Section 10.1 in respect of the publication of the whole or any part of the Work on an Open Access Basis.
- 10.3 Clause intentionally omitted.

11 Royalties for Subsidiary Rights

11.1 Unless otherwise agreed in writing by the parties, the Publishers will pay to the Editor the following percentages of the net amounts received by the Publishers from any sales of the following rights in the Work.

(a) Anthology and quotation rights

25.00%

i.e. The exclusive right to publish, and to license others to publish, extracts from the Work in book or eBook form, including all original maps, plans or illustrations supplied by the Editor.

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

50.00%

(c) Reprint rights licensed to another publisher

50.00%

(d) Translation rights

50.00%

(e) Course pack rights

10.00%

The right to reproduce, or license others to reproduce, extracts from the Work in a collection of material designed to support a module or course of study.

(f) Electronic and Mechanical reproduction rights

25.00%

The right to license others to reproduce the Work, or parts of it, by electronic, mechanical or any other form of copying, recording or transmission, including without limitation, copying or recording by phonographic, photographic, magnetic or laser means onto film, microfiche, slides, filmstrips, transparencies, audio and video cassettes and CDs, floppy disks, computer software media, or any other human or machine-readable medium, and the broadcast or transmission of these



(g) Non-commercial rights for the Print Disabled

The Publishers may authorize free of charge the reproduction or recording of the Work in Braille or as a Talking book, or as a microfilm, cassette or PDF file for the exclusive use of blind or disabled people. This permission will only be granted for the material to be used on a non-commercial basis.

- (h) Serial rights, film rights, drama and performance right, merchandising and commercial rights 10.00%
- (i) In respect of any subsidiary rights not specified above, payments to the Editor shall be mutually agreed in writing.

12 Royalty Disputes

The existence of a dispute over the amount and/or payment of royalties due and payable to the Editor pursuant to this Agreement shall not prevent the Publishers from continuing to exploit and/or exercise the rights granted under this Agreement (specifically including the right to publish and sell the Work).

13 Copyright Licensing Agency

The Publishers have empowered the Copyright Clearance Center (CCC) and the Copyright Licensing Agency of the United Kingdom (CLA) to grant non-exclusive licenses to reproduce by photocopying, other reprographic means, digitally in electronic form, and for use in anthologies, and course packs, Works published by the Publisher.

The Work will be included with those works, and the CCC and/or the CLA will divide the proceeds from reprographic reproduction of the Work authorized by it equally between the Editor and the Publishers.

The Editor will receive the Editor's share of the proceeds through the Authors' Licensing and Collecting Society (ALCS) in accordance with ALCS standard terms and conditions.

14 Royalty Accounting

- 14.1 The Publishers will prepare twice annually clear statements of the sales of the Work to the 30th day of June, and 31st day of December, and these statements will be sent to the Editor, together with any payment due, on the following 30th September and 31st March respectively. If the Editor's earnings from each separate right licensed in any accounting period are less than \$50, no statement will be sent, or payment made, and the amount will be carried over to the next accounting period.
- 14.2 The Editor or his/her representative may, if they make a written request with reasonable notice, examine during normal business hours the Publishers' accounts solely as they relate to the Editor's Work, once in any accounting year.

15 Tax

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

16 Copyright infringement

16.1 If the Publishers consider that the copyright in the Work has been infringed, they may at their sole discretion be entitled to take proceedings in their sole name and shall retain any sum received by way of damages. The Publishers shall be entitled to use the Editor's name in



proceedings but shall indemnify the Editor against any damages and costs which may arise out of proceedings taken, provided that the Editor is not in breach of any of their obligations under the Agreement and that the Editor shall make no response to or admission in relation to any such claim, without the consent of the Publishers. The Publishers shall retain the right to defend any such claim or shall, if the Publishers deem appropriate, make a settlement on any such claim, at the Publishers' own discretion, and the Editor shall co-operate fully in defense of any such claim.

16.2 The Editor agrees to execute any documents and do any acts reasonably appropriate to give effect to the rights of the Publishers granted by this section.

17 New editions

- 17.1 If the Publishers consider that a new edition of the Work is needed, they will notify the Editor in writing.
- 17.2 The Editor agrees to revise and edit the Work, and supply to the Publishers any revisions and new material necessary to update the Work, on dates to be mutually agreed, and at no cost to the Publishers. The rights granted and the payment or royalty rates agreed for any new edition will be as specified in this Agreement unless mutually agreed otherwise in writing by the parties.
- 17.3 If the Editor alone is unable or unwilling to revise and update the Work, the Publishers may, after informing the Editor of their intention in writing, arrange for a competent person(s) to do so, and may deduct any cost reasonably incurred by the Publishers of doing this from any sums payable to the Editor.

18 Option on Future Work Intentionally blank

19 Death of the Editor

- All sums payable to the Editor under the terms of this Agreement will continue to be paid to the deceased Editor's representatives on any edition of the Work available from the Publishers at the time of his/her death and on any reprints and sub-leases of those editions.
- All sums payable to the Editor under the terms of this Agreement will continue to be paid to the Editor's representatives on the next revised edition of the Work following the Editor's death, including any reprints and sub-leases, less any fees or royalties payable to an editor or reviser in the course of preparing that edition for publication.
- 19.3 On any further revised editions of the Work (after that specified in Section 19.2) the Editor's representatives will not be paid.

20 Out of Print

When, in the sole judgment of the Publishers, the demand for the Work is no longer sufficient to warrant keeping it available for purchase, the Work may be allowed to go out of print. If within six months of a written request by the Editor, the Publishers do not make the Work available for purchase in at least one English language edition, in any format, including copies manufactured on demand or electronically transmitted, then this Agreement will automatically (without further action or notice) terminate, except for Sections 4 and 22.2, and all rights granted to the Publishers under Section 3.2 of this Agreement will revert to the Editor.



- 20.2 The Publishers reserve the right to withdraw the whole or any part of the Work from publication or otherwise put it out of print, whether temporarily or permanently, if they have a reasonable basis to believe that the Editor has (a) breached the warranties or responsibilities contained in this Agreement and/or any other agreement with the Publishers and/or its affiliates and/or (b) committed any act which brings or could be expected to bring the Work or Publishers into disrepute and/or is otherwise prejudicial to the Publishers' interests. If the Publishers decide to do so, they will give the Editor their reasons in writing. If within six months of a written request by the Editor, the Publishers do not make the Work, or (if applicable) any withdrawn or out of print part of the Work, available for purchase in at least one English language edition, in any format, including copies manufactured on demand or electronically transmitted, then (a) where the whole Work has been withdrawn or put out of print, this Agreement will terminate, except for Sections 4 and 22.2, and the rights granted to the Publishers under Section 3.2 of this Agreement will revert to the Editor, or (b) where only part of the Work has been withdrawn or put out of print, then this Agreement will terminate in respect of that part only (and except for Sections 4 and 22.2), and the rights granted to the Publishers under Section 3.2 of this Agreement will revert to the Editor to the extent they relate to that part, but the remainder of this Agreement shall remain in full force and effect.
- 20.3 The Editor expressly acknowledges and agrees that the Publishers shall have no liability to the Editor or any other person under this Agreement or otherwise in connection with any decision the Publishers make regarding not publishing the Work (pursuant to Section 2 above), and/or withdrawing or putting out of print the Work or any part of it (pursuant to Sections 20.1 and 20.2 above).

21 Data protection

21.1 For the purposes of this Section 21, the following terms have the following meanings:

The terms "personal data", "controller", "processor", "processing", "data subject" and "supervisory authority" shall have the meanings given to them in the Regulation (defined below).

"Data Protection Law" means the Regulation and the Directive (defined below), as amended or replaced from time to time, and all other national, international or other laws related to data protection that are applicable to any territory where the Editor processes personal data or where T&F or the Editor are resident or located.

"Directive" means the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).

"Regulation" means General Data Protection Regulation (EU) 2016/679.

"T&F Data" means any personal data which the Editor either receives or generates, and which the Editor processes on behalf of the Publishers, in the course of performing the services under this Agreement.

- The Publishers and the Editor agree that the Editor may process T&F Data for the purpose of providing services to T&F for the duration of this agreement. The T&F Data may include names and email addresses, and other contact information, relating to authors or Contributors. They further agree that the Publishers shall be the controller and the Editor shall be a processor of such T&F Data.
- The Editor shall only process the T&F Data in compliance with, and shall not cause itself or the Publishers to be in breach of, Data Protection Law. In addition, the Editor shall only process the



T&F Data on the documented instructions of the Publishers, including with regard to transfers of personal data to a country outside the European Economic Area or to an international organization, unless the Editor is required to do otherwise by any law applicable to the Editor (in which case, the Editor must first inform the Publishers of that legal requirement before processing, unless that law prohibits this on important grounds of public interest).

- To the extent that the Editor has any staff who may have access to or are authorized to process T&F Data, the Editor shall ensure that such staff have committed themselves to appropriate obligations of confidentiality or are under appropriate statutory obligations of confidentiality.
- 21.5 The Editor shall implement appropriate technical and organizational measures to ensure an appropriate level of security to protect the T&F Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. In addition, the Editor shall provide reasonable assistance to the Publishers so it can demonstrate compliance with the provisions of the Regulation on security of processing.
- 21.6 If requested, the Editor shall assist the Publishers (through appropriate technical and organizational measures) to fulfil the Publishers' obligation to respond to requests from individuals wishing to exercise their data subject rights (including rights of access, correction, objection, erasure and data portability) under the Regulation. The Editor shall comply with any request from the Publishers requiring the Editor to amend, transfer or delete T&F Data as soon as possible.
- 21.7 The Editor shall not engage any third party as another processor of T&F Data (a "Subprocessor") without the prior written authorization of the Publishers. Before engaging a Subprocessor, the Editor shall: (a) conduct appropriate due diligence in respect of the Subprocessor's practices and procedures for processing personal data; and (b) enter into a written agreement with the Sub-processor containing obligations on such Sub-processor which are equivalent to, and no less onerous than, those set out in this clause. The Editor shall remain fully liable to the Publishers for the performance of that Sub-processor's obligations.
- 21.8 The Editor shall not transfer any T&F Data outside the European Economic Area, without: (a) obtaining the express prior written consent of the Publishers; and (b) complying with any and all requirements imposed by the Publishers as a condition of granting consent (such as entering into a data transfer agreement and/or standard contractual clauses approved by the European Commission).
- 21.9 If requested, the Editor shall provide reasonable assistance to the Publishers to enable the Publishers to carry out data protection impact assessments or prior consultations with supervisory authorities to meet its obligations under the Regulation.
- 21.10 The Editor shall make available to the Publishers all information necessary to demonstrate compliance with its obligations under this clause and Data Protection Law. In addition, the Editor will allow for and contribute to any audit or inspection carried out by the Publishers or an auditor appointed by the Publishers.
- 21.11 If the Editor becomes aware of any security incident where T&F Data may have been compromised, the Editor shall inform the Publishers immediately, supply the Publishers with full details of the incident and cooperate with the Publishers over any notifications that need to be issued to any data subjects and/or supervisory authorities, in order for the Publishers to fulfil its obligations under Data Protection Law. In addition, the Editor shall take all such reasonable measures and actions as are necessary to remedy or mitigate the effects of the incident and shall keep the Publishers informed of all developments in connection with the incident.



When the Editor ceases providing services to the Publishers under this agreement, the Editor shall cease all use of the T&F Data and shall, at the Publishers's election, either destroy or return all T&F Data and delete any copies (unless the Editor is required by law to keep copies).

22 Termination

- 22.1 Should the Publishers by themselves or anyone acting on their behalf fail to fulfill or comply to a material extent with any of the conditions accepted by them in this Agreement within 60 days of receipt of written notice from the Editor of that failure, or should the Publishers go into liquidation (other than voluntary liquidation for the purpose of reconstruction only), or have a Receiver appointed of the Publishers' business then all rights granted to the Publishers under Section 3.2 of this Agreement will revert to the Editor and this Agreement will terminate automatically (without further action or notice).
- If the Agreement is terminated under Sections 20.1, 20.2 or 22.1, all rights granted to the Publishers under Section 3.2 of this Agreement will revert to the Editor with the exception of: (a) subsidiary rights properly entered into by the Publishers; and (b) the right of the Publishers to continue to sell any copies they have in stock at the date this Agreement is terminated and honor any existing subscription, access or licensing arrangements already entered into.

23 Entire Agreement

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

24 Arbitration

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

25 Assignment

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

26 Force Majeure

The Publishers shall not be in breach of this Agreement if they are prevented from carrying out any of their obligations because of circumstances beyond their reasonable control in which case the time permitted for the Publishers to fulfill those obligations shall be extended by a period equal to the period of the effect of those circumstances or that delay.

27 Governing Law and Jurisdiction

Each party to this Agreement irrevocably agrees that this Agreement will be subject to and will be interpreted in all respects in accordance with New York law and that any controversy or



claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in New York in accordance with the provisions of Section 24.

28 Miscellaneous

All notices given hereunder shall be in writing and shall be sent by registered mail to the parties at their respective addresses hereinabove given. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall not affect the remainder of this Agreement. If any provision is held to be too broad, that provision shall be deemed valid to the extent the scope and breadth of the provision are permitted by law.

VAT Registration No. (if applicable)

Tax Exemption No. (if applicable)
This Agreement has been entered into on the date stated at the beginning of it.
AGREED AND ACCEPTED BY:
Editor
Signed by Charles University
Editor Signed by Masaryk Institute and Archive of the Czech Academy of Science
Signed by Eve Setch for and on behalf of Taylor & Francis, LLC
Publisher



Schedule 1

Supply of the Work and Illustrations

A copy of the final version of the manuscript should be supplied electronically via email, USB, or CD. Each chapter should be stored in a separate folder (labelled clearly e.g. Ch_1, Ch_2 etc) and a separate text document.

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

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

Copyright/permissions

Permission needs to be sought and gained for the use of material from third-party sources, and all related correspondence needs to be supplied with the manuscript (unless an agreement to the contrary has been made with the editor). Please ensure you obtain permission to use third-party material in both the electronic and print versions of your book as we publish most of our books simultaneously in print and eBook formats, and that permission is obtained to publish any third party material on an Open Access Basis under the relevant Creative Commons License pursuant to Section 6.



Schedule 2

Specifications for publishing on an Open Access Basis

References in this Schedule 2 to the 'Work' mean either the Work in its entirety or, if applicable, any individual parts of the Work which will be made available on an Open Access Basis.

1. General

- 1.1 The Work will be subject to the Publishers' usual editorial reviewing procedures for the proposal and manuscript.
- 1.2 The content of the Open Access version of the Work will be materially the same as the content of the printed versions of the Work.
- 1.3 The Open Access version of the Work will be made available through the Publishers' eBooks platform and the Publishers will also forward the Open Access Publishing in European Networks (OAPEN) archive.
- 1.4 Printed versions of the Work may still be available for sale from the Publishers' usual sales channels including online booksellers such as Amazon and will be subject to the Royalties provisions of the Agreement.
- 1.5 Commercial eBook versions of the Work may still be made available for sale or rental through third parties such as Kindle versions available from Amazon and will be subject to the Royalties provisions of the Agreement.

2. Production process

- 2.1 The Work will go through the same production process as the Publishers' non-Open Access books and will be professionally copy-edited and type-set prior to publication by the Publishers to the same standard as other publications.
- 2.2 The Work in its printed form will feature the standard Publishers monograph cover which is recognized by academics and librarians all over the world.
- 2.3 The Editor will be responsible for compiling an index for the Work in accordance with 1.3(h) of this Agreement.

3. Marketing

- 3.1 The Work will be marketed in line with the Publishers' other non-Open Access books and the Publishers shall use its reasonable endeavours to provide the following marketing activity:
 - 3.1.1 Details of the Work will appear in relevant subject catalogues distributed by the Publishers;
 - 3.1.2 A link to the Open Access version of the Work will appear on the Publishers' websites;
 - 3.1.3 Printed versions of the Work may be sent to selected leading conferences; and

Information about the Work will be included in the Publishers' new titles catalogue which goes out four times a year to around 5,000 key accounts, agents, booksellers and libraries worldwide.