

MEMORANDUM OF AGREEMENT made this **19<sup>th</sup> day of June 2017** between

**HARVARD UNIVERSITY PRESS**

79 Garden Street

Cambridge, Massachusetts 02138

United States of America

a division of the President and Fellows of Harvard College, a Massachusetts tax-exempt corporation,  
EIN 04-2103580

(hereinafter called the Proprietor) of the one part

and

**STŘEDISKO SPOLEČNÝCH ČINNOSTÍ AV ČR, V.V.I.**

Národní 3

110 00 Praha 1

CZECH REPUBLIC

(hereinafter called the Publisher) of the other part.

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Proprietor hereby grants to the Publisher the **exclusive** right to translate, publish, and distribute the work entitled:

**PROBING THE ETHICS OF HOLOCAUST CULTURE**

edited by **Claudio Fogu, Wulf Kansteiner, Todd Presner**

(hereinafter called the Work), in the **Czech** language, in its entirety, throughout the **world** (hereinafter called the Translation), subject to the terms and conditions set forth hereunder. Any rights not specifically granted to the Publisher are hereby reserved by the Proprietor.

2. The Proprietor warrants that it is fully entitled to dispose of the rights licensed to the Publisher under the terms of this agreement and that the Work does not infringe any copyright or violate any property rights. In the event that the Work includes materials to which Proprietor is not the owner of the copyright and for which the Proprietor has not previously secured permission for secondary use, it is understood that the Publisher will secure permission for those materials from the rights holders. The Publisher warrants that any material added to the Translation, with the Proprietors prior approval, does not infringe any copyright or violate any third party rights.

3. The Publisher shall pay to the Proprietor a non-returnable advance of **one thousand dollars (\$1,000)**, to be recouped against royalties earned at the following rates:

a. On all hardcover editions of the Translation sold, the following percentages, to be calculated off list price:

■ to ■  
■ to ■

██████████ and thereafter

- b. On all paperback editions of the Translation sold, the following percentages, to be calculated off list price:

██████████ to ██████████  
██████████ to ██████████  
██████████ and thereafter

- c. No royalty shall be payable on copies damaged or destroyed or on copies sold below manufacturing cost or furnished gratis for review, publicity, promotion, sample, or similar purpose.
- d. The Publisher shall not remainder any copies of the Translation before two (2) years after first publication. Thereafter, on all copies of the Translation sold as remainders, the Publisher shall pay to the Proprietor the following percentages, to be calculated off the sum received:  
██████████ all copies
- e. The Publisher may provide a free sample of the Translation to potential customers, limited to 7,500 words or 10% of the Work's extent, whichever is less.

- 4. No subsidiary rights are included in this license.
- 5. The Publisher shall render to the Proprietor a detailed account of all sales of the Translation **annually**, to the **31st** day of **December**, and it shall deliver said statement together with any amounts due within **90** days thereafter.
- 6. All statements due under the terms of this agreement shall be rendered and paid to the Proprietor's agents, **Oxford Literary and Rights Agency, Ltd.**, 10 Priors Lane, Hinton Waldrist, Oxfordshire SN7 8RX, ENGLAND, who are expressly authorized to receive and collect the said sums. The Proprietors agent s shall deduct a commission of ██████████ of the gross sum due as well as any applicable taxes prior to remitting payment to the Proprietor. The Proprietor declares that the said agents are expressly authorized to act as the Proprietors agents in all matters arising out of the present agreement.
- 7. The Publisher agrees to publish its Translation within **twenty four (24)** months of the date of this agreement. If the Publisher fails to do so, this agreement shall terminate automatically and all rights licensed hereunder shall at once revert to the Proprietor, without prejudice to any monies already paid and then due to the Proprietor under the terms of this agreement and/or as damages.
- 8. It is understood that the Translation shall be made faith fully and accurately. Abbreviations, additions, or any alterations shall be made only with the written consent of the Proprietor.
- 9. Final decision with regard to format, medium, copy editing style, style of printing and jacket design, trade name, trade mark, logo, imprint or other identification, date of publication, retail price and all other matters of sale, distribution, and advertising and promotion of the Translation shall be within the Publishers sole discretion, pursuant to the specifications outlined below:
  - a. The jacket art of the original Work may not be used without the express written permission of the Proprietor and with the Publisher clearing any necessary permissions.

- b. The Publisher shall have the right to use the name and approved likeness of and biographical material concerning the Author of the Work for purposes of advertising and trade in connection with the Translation and / or any rights granted hereunder, provided Proprietor has the right to grant this permission.
- c. The name of the original authors of the Work shall appear in its customary form in due prominence on the title page, cover, and binding of every copy produced and on all advertisement of the Translation.
- d. The Harvard University and Harvard University Press trademarks and logos may not be used on any copy of the Publisher's Translation.
- e. No third party branding, endorsements, or advertisements may be used on the cover, jacket, or interior of the Translation without prior written approval from the Proprietor.

10. The Publisher will include on every copy of the Translation in a manner reasonably noticeable and legible the original title of the Work in English beneath the translated title or on the back of the title page as well as the following copyright notice and statement:

**Copyright © 2016 by the President and Fellows of Harvard College**

Published by arrangement with Harvard University Press.

11. [REDACTED] gratis copies of the Translation shall be sent to the Proprietor on first publication.
12. This agreement shall be valid for a period of **five (5)** years from the date of this agreement. An extension or renewal of the agreement shall be subject to mutual agreement between Publisher and Proprietor.
- If the Publisher fails to keep the Translation available for sale at any time during the initial term or any term of renewal, then this Agreement shall terminate and all rights shall revert to Proprietor, and the Proprietor shall be at liberty to dispose of such rights at the Proprietor's full discretion.
13. The rights herein granted are licensed to the Publisher solely and shall not be transferred by them without the written consent of the Proprietor.
14. In the event of the Publisher becoming insolvent or being declared bankrupt or made subject to similar measures or violating any clause of this agreement (except clauses 7 and 12 which provide for the automatic termination of this agreement in case of violation) and failing to rectify such violations within one month of having received written notice from the Proprietor and/or from his agents to do so, this agreement shall become automatically null and void, and the license granted to the Publisher herein shall revert at once to the Proprietor without prejudice to the Proprietors right of recovery of any sums due to him / her under the terms of this agreement and/or damages.
15. All matters of controversy, differences, or disputes that may arise relating to this agreement shall be submitted to a committee of arbitration to consist of three persons, one to be appointed by the Proprietor, one by the Publisher, and the third by mutual agreement of the first two.

16. The contents of this agreement shall be ruled, governed, and interpreted according to the Laws of the Commonwealth of Massachusetts.

17. This contract is not valid until the contract has been signed by both parties and payment of the advance is in the hands of the Proprietor.

AS WITNESS THE HANDS OF BOTH PARTIES:

HARVARD UNIVERSITY PRESS

STŘEDISKO SPOLEČNÝCH ČINNOSTÍ AV ČR, v.v.i.

20.9.2017