

MEMORANDUM OF AGREEMENT

made this 5th **day of September, 2017**

between

**Verlagsgruppe Random House GmbH
Kosel-Vérlag
Neumarkter Strasse 28
81673 München - Germany**

herein after referred to as PROPRIETOR,

represented in the Czech and Slovak Republics by Kristin Olson Literary Agency s.r.o., Klimentská 24, 110 00 Praha 1, Czech Republic,

herein after referred to as AGENCY,

and **Středisko společných činností AV ČR, v.v.i., nakladatelství Academia, Národní 3, 110 00 Praha 1, Czech Republic**

herein after referred to as PUBLISHER,

the following agreement has been reached about the title

**Kirche (über)lebt
by Reinhard Marx
Title No: 583 / 37152**

herein after referred to as the WORK.

Article 1 (Subject of this Agreement)

- (a) The PROPRIETOR as the owner of the WORK grants to the PUBLISHER the right of translation of the said WORK into the **Czech language** as well as the sole right of reproduction of this translation in form of a **trade hardcover edition** and its distribution in any country of the world.
- (b) This agreement is valid for a period of **5 (five)** years counted from the date of this Agreement, that means until 5th **September, 2022**. After this time the rights will automatically revert to the PROPRIETOR.
- (c) The rights granted under this agreement cannot be transferred to a third person or party without the PROPRIETOR's written approval.
- (d) All rights not specifically granted herein to the PUBLISHER are reserved by the PROPRIETOR.

Article 2 (Royalties and advance)

(a) The PUBLISHER shall pay the following royalties to the PROPRIETOR:

(i) Trade hardcover edition:

■ of the retail price (less VAT) per copy on all copies sold

Agreement between nakladatelství Academia. and Verlagsgruppe Random House concerning concerning *Kirche (über)lebt* by Reinhard Marx

against a non-returnable advance payment of € 600,-- (EUR six hundred), payable on signature of this Agreement but no later than 5th November 2017.

(b) This Agreement shall not be valid until the PROPRIETOR is in possession of the countersigned copy of this Agreement and the signature advance payment specified above and may be cancelled by the PROPRIETOR with immediate effect at any point up until receipt of any payment due on signature.

(c) Advance and royalties shall be divided as follows:

- for the commission due to AGENCY
- for required Czech Republic withholding tax
- paid through AGENCY for remittance

(d) Illustration fees, scanning fees and the costs for the delivery of CD-ROM/duplicate films (see article 4) are not subject to the agency's commission.

(e) The first edition will be approx. ■ copies and is scheduled to be published in **fall 2019**. The retail price will be approx. ■ (approx. EUR ■).

Article 3 (Subsidiary rights)

Subsidiary rights are not granted by this agreement. All rights not specifically granted herein to the PUBLISHER are reserved by the PROPRIETOR.

Article 4 (Illustrations)

This agreement covers text rights only.

Article 5 (Duties of the Publisher)

The PUBLISHER undertakes the following:

(a) To have the WORK translated correctly at his own expense. The translation of the WORK will be faithful and accurate with only such modifications from the original text as may be necessary to achieve a competent and idiomatic translation. Any abbreviations, additions or alterations in the text thereof shall be made only with the written consent of the PROPRIETOR.

The author is entitled to approve the translation or to demand changes/corrections if necessary in a revised translation prior printing. Such approval will be given within 8 (eight) weeks from receipt of the translation and will not be delayed or unreasonably withheld. The PUBLISHER warrants that he has obtained copyright for any translation already in existence and used in the PUBLISHER's edition of the WORK.

(b) Royalty statements and payments (if due) are to be issued and made twice a year: on June 30th and December 31st with a possible delay of no more than **90 days**. Every royalty statement has to state clearly the PUBLISHER's and the PROPRIETOR's addresses and VATs, the Author's name and the title of the WORK, the sum of the royalties, the number of copies sold and the number of copies on stock. Royalty statements have to be sent for every accounting period after publication.

(c) To publish the WORK no later than **24 (twenty-four) months** from the date of this Agreement, that means **until 5th September, 2019 at the latest**.

(d) To provide the PROPRIETOR with ■ copies of his edition of the WORK and the AGENCY with ■ copy free of charge on first publication and subsequently the PROPRIETOR with ■ copies and the AGENCY with ■ copy of each new edition or sublicensed edition of the WORK free of charge.

Agreement between nakladatelství Academia. and Verlagsgruppe Random House concerning concerning *Kirche (über)lebt* by Reinhard Marx

The PUBLISHER shall send the complimentary copies to the following addresses :

PROPRIETOR:
Verlagsgruppe Random House
Foreign Rights Department
Neumarkter Str. 28
81673 Muenchen
Germany

AGENCY:
Kristin Olson Literary Agency s.r.o.
Klimentská 24
110 00 Praha 1
Czech Republic

If the PUBLISHER fails to provide the PROPRIETOR with complimentary copies of his edition of the WORK within 3 (three) months after publication, the PROPRIETOR will purchase the copies and charge the PUBLISHER for the full price, shipping cost and handling fee.

The PUBLISHER is liable for any costs incurred by the PROPRIETOR as a result of the PROPRIETOR's breach of duty towards the German National Library to deliver to it one complimentary copy of the PUBLISHER's edition of the WORK upon publication, this breach of duty having been the result of the PUBLISHER's failure to provide the PROPRIETOR with the agreed upon quantity of complimentary copies.

Additional copies shall be sold to the PROPRIETOR for personal use, and not for resale, at the list price less the usual trade discount.

(e) To notify the AGENCY of the number of copies printed and the published price of his edition. The PUBLISHER shall inform the AGENCY, within one month, of the print run and published price of each new printing.

(f) To print the correct German copyright and German title in the usual place in each copy of the WORK and to require its licensees to print the correct German copyright and German title in the usual place in each copy of such licensees' editions of the WORK:

Original title: Kirche (über)lebt
by Reinhard Marx
© 2015 by Kösel-Verlag,
a division of Verlagsgruppe Random House GmbH, München, Germany.

following the **Czech language** copyright note in every edition without further prompting from the PROPRIETOR.

(g) The name of the Author shall appear in its customary form in due prominence on the title page, binding and cover of every copy produced and on all advertisements of the said WORK.

(h) The Publisher shall do whatever is necessary to protect the copyright in its territory of distribution.

Article 6 (Promotion)

Matters concerning the production, distribution, promotion are left to the PUBLISHER's discretion unless otherwise agreed. The number of free copies shall be limited to ■■■ of the first edition and ■■■ of any further editions.

Article 7 (Remaindering)

(a) The PUBLISHER at any time after 2 (two) years from the date of first publication shall be permitted, after having given written notice to the PROPRIETOR, to remainder or destroy any surplus stock that he may still have of the WORK. He will, before proceeding to destroy or remainder such stock, offer such stock to the PROPRIETOR for purchase at the lowest possible price. If the PROPRIETOR fails to reply within 30 (thirty) days of having received the PUBLISHER's offer, then the PUBLISHER shall be at liberty to remainder or destroy any such surplus. The PUBLISHER agrees to pay the PROPRIETOR a [REDACTED] royalty on the price received for remainders unless sold below cost. No royalties shall be due on destroyed copies. In either case, all rights shall automatically and without further notice revert to the PROPRIETOR.

(b) No royalty shall be payable on copies destroyed by fire, water, earthquake or other natural disasters.

Article 8 (Reversion of rights)

All rights granted under this contract shall revert to the PROPRIETOR without further notice and without prejudice to any of the rights of the PROPRIETOR including, without limitation, the right to receive any monies due pursuant to Articles 2, 3 and 4 of this Agreement if

(a) The PUBLISHER does not adhere to the terms stated in Article 5 paragraph (c) for the time of publication for reasons not communicated to the PROPRIETOR within **18 months** after signature of the Agreement. In such case any advance is not returnable and any not yet paid advance still payable.

(b) The PUBLISHER sells less than [REDACTED] copies within one accounting period.

(c) The PUBLISHER's edition of the work is no longer available (less than [REDACTED] copies are on stock) and a new edition will not be published within 6 (six) months after the last royalty statement. As soon as the work is out of print, the PUBLISHER has to give written notice to the PROPRIETOR.

The WORK shall be considered in print if it is available for sale in a printed full length **Czech language** edition.

(d) The PUBLISHER shall have the non-exclusive right to sell any books previously printed for a period of **six (6) months**; provided, however, that the PUBLISHER shall have the continuing obligation to pay royalties as and when due to the PROPRIETOR. This sell out period refers solely to the printed edition of the WORK. Upon completion of this sell out period, the PUBLISHER shall send a **final royalty statement** including total sales figures, remainder of stock and closing balance.

(e) After the date of expiration of the contract (see Article 1 b).

(f) The PUBLISHER fails to fulfil any part of this Agreement and its amendments and continues to do so for another 3 (three) months beginning with the first reminder from the PROPRIETOR.

(g) The PUBLISHER goes bankrupt or into liquidation. In the event of such termination of this Agreement, the Proprietor shall be entitled to 100% of all monies thereafter payable by licensees under licences granted under Article 3 of this Agreement.

Article 9 (Payments)

All payments stipulated by this contract shall be made to the AGENCY, who is hereby authorized by the PROPRIETOR to collect and receive such monies and the PROPRIETOR declares that the receipt of the said AGENCY be a good and valid discharge in respect hereof.

Agreement between nakladatelství Academia. and Verlagsgruppe Random House concerning concerning *Kirche (über)lebt* by Reinhard Marx

Article 10 (Audit)

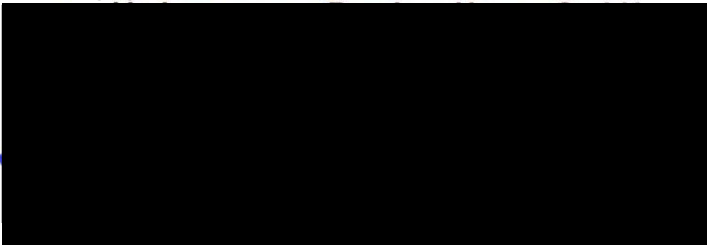
The PROPRIETOR or his authorized representative may, upon written notice, examine the PUBLISHER's records as far as they relate to the publication, sale and sub-licensing of said Work in all editions and formats during normal business hours under such conditions as the PUBLISHER may reasonably prescribe. If an error is discovered according to which monies are still payable to the PROPRIETOR as a result of any such examination, the PUBLISHER shall promptly pay the PROPRIETOR the amount of the error. Any such examination shall bear the PROPRIETOR's expense unless such errors of accounting as mentioned above are found, in which event the PUBLISHER shall bear the cost of the examination.

Article 11 (Varia)

3 (three) identical copies of this contract are being issued and signed by the PROPRIETOR, the PUBLISHER, and the AGENCY. Any rights and obligations stipulated by this contract shall be honoured and fulfilled by either party's heirs and/or successors in deed.

Unless otherwise stipulated, the contents of this Agreement shall be ruled, governed and interpreted according to the laws of Germany. Court of law is Munich. However the PROPRIETOR retains the option, if he so wishes, to pursue his rights under this Agreement by domestic laws and before domestic courts by his own or through his representative, the AGENCY.

Verlagsgruppe Random House GmbH



**Středisko společných činností AV ČR, v.v.i.,
nakladatelství Academia**

4.10.2017



Company VAT no.: DE 811 148 890

Company VAT number: CZ60457856

Kristin Olson Literary Agency, s.r.o. (Agency)



Kristin Marie Olson