

Memorandum of Agreement made this 5th day of September 2017

between

Paul Zsolnay Verlag Ges.m.b.H.
Prinz-Eugen-Strasse 30
1040 Wien, Austria

Paul Zsolnay Verlag Ges.m.b.H.
Deuticke Verlag
Prinz-Eugen-Straße 30
A-1040 Wien
Telefon: [REDACTED]
Telefax: [REDACTED]

(hereinafter called the Proprietor) of the one part, and

Stredisko spolecnych cinnosti AV CR, v.v.i.
Nakladatelství Academia
Národní 3
110 00 Praha 1, Czech Republic

(hereinafter called the Publisher) of the other part,

whereas the Proprietor warrants that he is the sole and exclusive owner of the rights which are the subject of this agreement, and whereby it is mutually agreed as follows regarding the Work

by: **Konrad Paul Liessmann**
entitled: **BILDUNG ALS PROVOKATION**
(hereinafter called the Work).

1) The Proprietor hereby grants to the Publisher **for the term of 5 (five) years beginning with the date of this agreement** the exclusive right to translate the Work into the Czech language and to print, publish and sell copies of such **translation in volume form in a hardcover edition throughout the World** (hereinafter called the Territory), subject to the terms and conditions set forth hereunder.

2) The Publisher shall pay to the Proprietor the sum of € **1.000,- (EURO One-Thousand)** payable upon signature of this agreement. This sum shall be a non returnable advance on account of the royalties specified as follows:

[REDACTED] **straight**

These royalties are payable on the full retail price (less VAT) of each and every copy of the Work sold by the Publisher in his edition.

3) All payments shall be transferred to the Proprietor's following bank account:

[REDACTED]
[REDACTED]
[REDACTED]

All bank charges have to be borne by the Publisher.

4) **The Publisher agrees to publish his edition of the Work at an approximate retail price of approximately [REDACTED] CZK within 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 revert to the Proprietor without further notice or procedure, and without prejudice to any monies already paid or payable to the Proprietor under the terms of this agreement.

5) The Publisher shall guarantee a high-quality translation of the Work. The translation including the titles of the Work, shall be made faithfully and accurately by a translator with only such modifications from the original text as may be necessary to achieve a competent and idiomatic translation. Such modifications will not materially change the meaning or otherwise materially alter the text. Should the Publisher choose to use a title in the Czech language other than a translation of the original, the Proprietor should be consulted. No additions, deletions, abridgements or alterations in the text, titles, photographs, drawings, illustrations or other material may be made without the prior written approval of the Proprietor. The Publisher shall submit the translation for Proprietor's approval upon request. If the Proprietor fails to comment within thirty days of receipt, the Publisher may consider the translation approved.

6) The original title of the Work, the name of the author and the following copyright notice

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shall be printed either beneath the Czech title or on the verso of the title page of every copy of the Publisher's edition of the Work, and the Publisher shall not do any act or permit any act to be done which will cause the Publisher's edition to fall into the public domain in any country in which such edition shall be published or distributed. The Publisher shall take all steps necessary to insure that the Publisher's edition of the Work is protected under the domestic laws of each such country, and under the Universal Copyright Convention and the Berne Union.

7) The name of the author shall appear in its customary form in due prominence on the title page, cover and binding of every copy produced and on all advertisements of the Work. The Publisher shall submit the jacket/cover of the Publisher's editions for Proprietor's approval upon request. If the Proprietor fails to comment within fifteen days of receipt, the Publisher may consider the jacket/cover approved.

8) Advertisements shall not be inserted or printed in any edition of the Work without the Proprietor's prior written consent, except that the Publisher may publish a listing of the author's other titles and/or similar works published by the Publisher.

9) The Publisher shall inform the Proprietor of the exact publication date of the Work, its retail price and the number of copies printed. **On first publication, the Publisher shall send free of charge █ copies of the trade edition directly to the Proprietor, and █ copies of any subsequent editions.** The Proprietor shall be entitled to purchase additional copies for personal use and not for resale at a discount of █ of the list price. The Publisher undertakes to send the Proprietor a press kit.

10) Internet Clause for promotion only: The Publisher may authorize the reproduction of a limited part of the book on numeric medium and electronic broadcasting, only if need for promotion be. This authorization shall be given free of any charge; it shall not concern more than a chapter of book and/or thirty printed pages.

11) The Publisher shall **render a detailed English language account reflecting printings, stock movements and all sales of the Work once a year to the 31st day of December**, regardless of whether the advance has been recouped, and he shall deliver this statement together with any amount due within 90 days thereafter. Up to the maximum of █ of each edition are free of royalty if applied for publicity purposes. The Publisher agrees to permit the Proprietor to inspect his book of accounting.

12) This agreement is valid **for 5 (five) years** from the date of this agreement and the rights herein granted shall revert automatically to the Proprietor on **September 5th, 2022**. This agreement is limited strictly on the terms and period herein and any arrangements for additional periods of time shall be subject of a new agreement. Upon the effective date of termination of this agreement, the Publisher shall have the right to sell all books that he has in stock. The period allowed for the selling shall not exceed six months.

13) If at any time after the date of first publication in the said language the Work goes out of print and the Publisher does not within 30 (thirty) days after receipt of written notice from the Proprietor commit himself to bring out a new edition of the Work within 6 (six) months, then all rights granted to the Publisher under this agreement shall terminate and revert to the Proprietor without further notice or procedure. The Work shall be considered out of print if less than ■ copies are accounted for annually in the said language, and/or if no royalty statement has been received within 3 (three) months after the last due date.

14) If at any time after the publication of the Publisher's edition of the Work the Proprietor issues a revised or extended German edition, he shall send a copy of it to the Publisher. The Publisher shall not reprint any further copies of his current edition without incorporating the revised material therein. The Publisher shall nevertheless be at liberty to continue to sell out any unrevised copies previously printed. The Publisher shall send to the Proprietor two copies of any revised edition when issued.

15) In the event of the sale of copies as a remainder the royalty to be paid to the Proprietor shall be ■ of the sum received by the Publisher, on the condition however, that the sale is not effected below cost, but the Publisher shall not remainder any copies of the Work before two years after their first publication, and shall give written notice of it to the Proprietor. In the event of such remaindering of stock , all rights granted herein shall revert automatically to the Proprietor.

16) The Publisher shall not assign this license nor issue the Work under any imprint other than his own without written permission of the Proprietor.

17) Rights to any illustrations/photographs/ jacket/cover illustration or other copyrighted material contained in the original edition of the Work are not covered in this license and are subject of separate negotiation. Any permissions are to be cleared by the Publisher for his edition at his own cost.

18) All rights now existing or which may come into existence, which are not specifically granted to the Publisher in this agreement, are hereby reserved to and by the Proprietor for its use and disposition at any time. Included among the rights reserved to the Proprietor for its use and disposition is the right to publish or cause to be published up to 10.000 (ten-thousand) words from the Publisher's edition of the Work in any form for advertising and exploitation of motion pictures, dramatizations in any and all media, including use on video cassettes based upon the Work.

19) This Agreement shall automatically terminate without prejudice to any further claim which the Proprietor may have for monies due or damages and/or otherwise

- a) if not signed by the Publisher within thirty (30) days of the date of this agreement
- b) if the advance due on signature under clause 2 herein has not been received by the Proprietor within thirty (30) days after the date of the Proprietor's signature
- c) if the Publisher fails to render payments and/or accounts of sales as agreed in clauses 2 and 11 above
- d) if the Publisher fails to issue the said Work in the Czech language within the term mentioned under clause 4, and sends copies as stated in clause 9
- e) if the Publisher becomes insolvent or is declared bankrupt or made subject to similar measures
- f) if the Publisher violates any terms of this agreement.

20) This agreement constitutes the entire understanding of the parties hereto and may not be amended, changed, altered or otherwise modified except by an instrument in writing by both parties.

21) This agreement is binding and inures to the benefit of the successors and assigns of the Proprietor. All obligations and rights of the Publisher are personal and non-assignable. This agreement shall be interpreted according to the laws of the Republic of Austria. The place of performance and jurisdiction shall be Vienna.

Signed by:

The Proprietor

Paul Zsolnay Verlag Ges.m.b.H.

Vienna,

Signed by:

The Publisher

Stredisko spolecnych cinnosti AV CR, v.v.i.

Prague 4. 10. 2017

Jo Lendle Herbert Ohrlinger

VAT Reg. No.: ATU 14899706

VAT Reg. No.: CZ60457856