



## Publishing Agreement

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between

Jihočeská univerzita v Českých Budějovicích (University of South Bohemia), Teologická fakulta, Kněžská 8,  
CZ – 370 01 České Budějovice,

represented by Dr. Rudolf Svoboda, Dean of Faculty of Theology

hereinafter referred to as the “University of South Bohemia”

Dr. Rudolf Svoboda, Klaricova 30, CZ 370 04 České Budějovice

hereinafter referred to as the “author”

and

Peter Lang GmbH – Internationaler Verlag der Wissenschaften  
Eschborner Landstr. 42-50, 60489 Frankfurt am Main, Germany

hereinafter referred to as the “publisher”

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### § 1 Subject of the contract

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The subject of this contract is the work written by the author under the working title

Jan Valerián Jirsík (1798-1883). In the Service of God, Church and Country

The author is an employee of the University of South Bohemia, Faculty of Theology, Kněžská 8, CZ 37 01 České Budějovice.

The contracting parties take into account that the work *Jan Valerián Jirsík (1798-1883). In the Service of God, Church and Country*, in compliance with Czech copyright law, is an employee’s work and the author’s property rights are executed by University of South Bohemia, Faculty of Theology.

The work shall be published in the series “Beiträge zur Kirchen- und Kulturgeschichte”, subject to the approval of the series editor.

Probable size of the printed version: 300 print pages / about 820,000 characters (incl. spaces)

Format: 148 x 210 mm  
Cover: hardcover/matte laminate  
Binding: perfect binding

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### § 2 Rights to the work

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1. By signing this contract, the author and University of South Bohemia grant and assign exclusively to the publisher for the duration of the statutory copyright protection period and any extensions thereof any and all exclusive rights of unlimited use and utilisation of the author’s work in perpetuity throughout the universe in all media now known or hereafter devised. The scope of this assignment of rights includes the use of the utilisation rights both within the publishing company itself and the assignment of rights (in part or in whole) to third parties against payment or free of charge, and extends to all editions and issues, and all languages, and in particular:

#### 1.1. Printing and publishing rights

- a. the right to duplicate and distribute the work in hard cover, paperback, reprint, textbook, book club or other book formats, and the right to include the work or parts thereof in archives and collections of any nature;
- b. the right to duplicate and distribute the work in other special editions;
- c. the right to advance print or reprint part or all of the work including serialised print in proprietary or third-party periodical (e.g. newspapers, journals) and non-periodical media, even free of charge (e.g. for promotional purposes), and in collections of works by various authors, and to include the work (in part or whole) in anthologies;
- d. the right to otherwise duplicate and distribute the work, in part or whole, especially using digital, photo-mechanical or similar processes (e.g. (digital) photocopies, braille);
- e. the right to translate the work into other languages and to use such translations within the scope of use defined in this agreement;
- f. the right to otherwise (including electronically/digitally) edit and change the layout of the work in all parts, including abbreviations, separations, additions and links to interactive elements, and to further develop the work for the purpose of utilisation within the scope of use defined in this agreement. Changes to the character of the work shall be subject to approval by the author and University of South Bohemia.

### 1.2. Electronic rights

- a. the right to duplicate and distribute versions of the work, in part or whole, that have been produced with the aid of digital storage and reproduction media, irrespective of the technology, and including any and all digital or interactive systems (e.g. CD-ROM and other forms of electronic publishing that use data media);
- b. the right to upload and store the work, in part or whole, in electronic databases, electronic data networks, telephone services, etc. in line with the scope of use as defined in this agreement, and to make it publicly available for reproduction or printout via digital or other storage and transfer technology to a large number of users on demand, e.g. push and pull technology, and/or to broadcast the work, e.g. for reception on a television, computer, mobile phone and/or other mobile appliances (including e-readers, etc.), using any and all transmission technologies (cable, wireless, microwave, satellite) and protocols (GSM, UMTS, etc.), including all e-book formats. Also included is the right to enable users to interactively utilise the work, in part or whole (possibly in connection with other works), within the scope of use defined in this agreement.

### 1.3. Other rights

- a. the right to use the work, for a fee or free of charge and within the scope of use defined in this agreement, for purposes of promoting (including on the internet) the publisher and/or third parties, including their products, and the right to upload the work in proprietary or third-party (e.g. Amazon or Google) databases and to make it available, in part or whole, in the public domain;
- b. the rights to types of utilisation that are yet unknown at the time of signing this agreement;
- c. any and all other rights exercised by copyright associations (e.g. VG Wort) pursuant to their articles of association, contract of assignment and distribution plan to the extent that a transfer of these rights is legally permissible and compliant with the appropriate provisions. Moreover, the author shall assign their legal claims to remuneration pursuant to Sections 44a et seqq German Copyright Law (UrhG) to the publisher if and to the extent that the publisher asserts such claims through a copyright association that represents the rights of both publishers and authors (Section 63a sentence 2 UrhG). The publisher hereby accepts the assignments. The aforementioned is without prejudice to the author's own rights to remuneration from VG Wort pursuant to the articles of association, contract of assignment and distribution plan.

2. The publisher may transfer the rights assigned under this agreement either in part or in whole to third parties without the prior consent of the author or University of South Bohemia. The publisher is at liberty to decide whether or not to grant licences (and to determine the type and scope, terms and conditions, etc., of the same) to third parties, including affiliates of the publisher.

3. The publisher's right to assign utilisation rights to third parties shall lapse upon expiry of this contract. The aforementioned is without prejudice to the validity of existing licensing agreements.

4. The publisher undertakes to duplicate and distribute one edition of the work but is under no obligation to exercise any of the other rights assigned under this agreement.

5. In the event that the publisher does not exercise certain rights, the author and University of South Bohemia are entitled to revoke these rights even in part after a period of five years.

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## § 3 Warranty

1. The author and University of South Bohemia warrant that the copyrights of third parties are not infringed by the author's work nor by any third-party images or copy supplied by the author, that they are solely entitled to utilise the rights that form the subject of this agreement, without restriction and without affecting any third party rights, and that they have not and will not utilise the rights in any form that would constitute a breach of this agreement.

2. The author and University of South Bohemia undertake to notify the publisher in writing of any content in the work that may potentially infringe the personal or other rights of any third parties.

3. In respect of §§ 3.1 and 3.2, the author and University of South Bohemia shall exempt the publisher in full from any and all claims asserted by third parties, including any and all costs of legal defence and/or legal action. This shall apply equally if and to the extent that the author and University of South Bohemia shall be liable for any defects in the work.

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## § 4 Data and manuscript

1. The author shall provide the publisher with the data of the work as agreed (cf. §6). The following submission date is agreed:

1.9.2018

2. If necessary, submission may be postponed up to two times with the consent of the publisher. The release date must be rescheduled in the event of failure to adhere to the original submission date.

3. Manuscripts may be submitted

- by uploading them to the Peter Lang website following registration in the author's account, or
- on data medium (CD, DVD, USB flash drive)

Files must be submitted in PDF format, together with a Word document. Submitting any other data formats may necessitate additional processing of the data by the publisher, which may incur delays and additional costs. The use of LaTeX, InDesign, etc., must be agreed upon with the publisher.

4. The author shall retain a digital back-up copy of the manuscript. Given the existence of such a back-up copy, any claims for compensation in the event of manuscript loss shall be excluded.

5. Unless otherwise agreed, the manuscript (including all other print templates) shall become the property of the publisher upon submission.

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## § 5 Publication subsidy / Royalties

1. The work shall be produced for the account of the publisher. The publisher shall submit an offer outlining the terms and conditions of publication to the author and/or University of South Bohemia. The offer dated 26.10.2017 and any amendments or additions agreed in writing between the author, University of South Bohemia and the publisher shall form an integral part of this agreement.

The publication subsidy shall be subject to change if the work's number of pages when submitted for printing differ by more than 40 pages from the assumed number of pages pursuant to the offer or if the publication contains more or fewer colour pages than assumed in the offer.

2. The publication subsidy shall be invoiced and is payable as follows: For authors who are resident in Germany: 50% of the amount indicated in the offer upon submission of the data to, and acceptance by, the publisher, the rest upon completion of the printed version; for all others: 100% upon submission of the data to, and acceptance by, the publisher.

3. Refunding publication subsidies / Royalties

University of South Bohemia shall pay to the publisher a non-refundable publication subsidy in accordance with the publisher's publication offer.

4. Subject to provision of the proof of sales tax liability by the author and/or University of South Bohemia, the publisher shall pay sales tax at the legally valid rate, in addition to the royalties.

5. Once the initial print run that is designated for sale as defined in § 7.1 has sold out, the University of South Bohemia shall receive a share of the proceeds from each copy of any reprints or future editions that are sold, paid for and not returned. This share shall be calculated on the basis of the net proceeds to the publisher (= income earned by the publisher directly from the sale of the work after deduction of sales tax) and shall amount to 10% of such net proceeds to the publisher from the 201<sup>st</sup> copy onwards of all copies of the work that are sold, paid for and not returned.

6. The University of South Bohemia shall receive a share of the proceeds from the sale of digital versions of the work (in part or whole) amounting to 5% of the net proceeds to the publisher (= income earned by the publisher directly from the sale of digital versions of the work after deduction of sales tax).

7. Any royalties accruing for utilisation of the assigned rights other than by the publisher (excerpts published in other books or journals, licenses, broadcasting rights, etc.) shall be divided equally between the University of South Bohemia and the publisher.

8. The publisher shall pay royalties on an annual basis, starting one year after publication of the work. The publisher undertakes to effect payment within two months from the billing date. Royalties shall be paid by bank transfer or by crossed cheque in the absence of a German bank account. Payment shall, however, only be effected if the due amount is more than 10 €. Lesser amounts shall be carried forward.

Payment to: Jihočeská univerzita, Teologická fakulta .....

Bank: .....

BIC: .....

IBAN: .....

9. Payment of a publication subsidy shall not constitute any right of title to the printed edition.

10. The author / University of South Bohemia shall not be required to pay any further publication subsidies for additional print copies or reprints.

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#### § 6 Production

1. The author shall upload the files with the final, orthographically correct content to the author's account on the publisher's website or provide the data on a data medium (cf. § 4.3); the publisher shall assume responsibility for layout. Any subsequent corrections by authors shall, as a rule, incur delays and additional costs.

2. The publisher undertakes to submit the cover, the preliminaries and the content by e-mail to the author for approval. Unless otherwise agreed, the author shall indicate any corrections within five working days from receipt, and shall confirm that the work is "ready for printing". In doing so, any deviations from the submitted files shall be deemed to be approved. Data shall be deemed to be "ready for printing" if the author fails to submit any comments on them within the aforementioned period following receipt.

3. The parties agree that approval shall be performed in one step.

4. In the event that the scope of work to be performed by the publisher is extended during the course of producing the work, such additional work shall be charged as agreed, or billed at cost based on an hourly rate of 35 € (incl. 19% VAT).

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#### § 7 Number of copies

1. The publisher undertakes to print a total of 200 copies for sale. Once these copies for sale have been sold, the publisher shall be entitled to commission subsequent print runs to ensure the continued availability of the work.

2. The publisher is entitled to issue review and specimen copies, and copies for promotional purposes, without furnishing individual proof of the same to the author.

3. The author shall be entitled to 5 copies of any revised edition free of charge.

4. Subject to commercial feasibility, the author, University of South Bohemia and publisher may agree to publish a revised, corrected, enhanced or expanded subsequent edition once the copies for sale have been sold out.

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#### § 8 Free copies

1. The author shall be entitled to 10 free copies of the printed work. The author may purchase from the publisher further print copies of their publication and any other books in print version published by the publisher at a discount of 30% on the retail price. The publisher expressly reserves the right to limit the number of such purchases.

2. The author undertake not to sell their free copies nor to provide them free of charge to institutions unless expressly obligated to do so in return for services received (e.g. use of archives, etc.). Nor may the author resell any other titles acquired from the publisher. In the event of non-compliance with this provision, she/he shall be liable for the damage suffered by the publisher.

3. The author may order further copies of the printed version of the author's work at the special price indicated in the offer up until the manuscript is approved for printing. They order further 10 copies of the author's printed work at this special price.

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#### § 9 Marketing and promotion

1. The author and University of South Bohemia are aware that marketing and promotion are executed by Peter Lang AG, Berne, Switzerland.

2. The publisher determines and schedules the necessary promotional measures. The publisher shall ensure global promotion and registration in the key bibliographic databases and other databases, and shall attempt to secure discussions in the trade media.
3. The author shall support the promotional efforts of the publisher by providing a synopsis for promotional purposes, a brief description of the content and an abbreviated academic curriculum vitae in open file format (and in PDF format if using non-Latin script). The publisher shall furnish the author with additional information in this respect once the publishing agreement has been finalised.

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**§ 10 Distribution**

1. The publisher shall use its best judgement to determine the retail price and the sales channels to be used. The author and University of South Bohemia are aware that distribution is performed by Peter Lang AG, Berne, Switzerland. The publisher reserves the right to amend retail prices.
2. For projects published in editor supervised series, the series editor is entitled to obtain information about sales and turnover of the publication.

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**§ 11 Special and bargain sales**

If, according to the publisher's best judgement, no further sales of any mentionable quantities of the current print run are likely (generally after five years), he shall be entitled to lower the retail price in an attempt to sell off the remaining copies.

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**§ 12 Final provisions**

1. Any additions or amendments to this agreement shall only be valid if confirmed in writing. This clause shall apply equally to any waiver of the written form.
2. The "Terms and conditions of publication of Peter Lang GmbH" that accompanied the offer form an integral part of this agreement.
3. No subsidiary agreement has been made.
4. In the event that individual provisions of this agreement shall be or become ineffective, this shall not affect the validity of the remaining clauses. The parties shall replace the invalid provision with an effective clause that most closely resembles the actual, commercial and legal purpose of the invalid provision. The same procedure shall apply in the event that the agreement shall prove to contain omissions.
5. The parties agree that the registered office of the publisher (Frankfurt am Main) shall be the place of performance and – to the extent legally permitted – the court of jurisdiction for any and all disputes arising from or in connection with this agreement.
6. This contract is subject to the laws of the Federal Republic of Germany.
7. The author shall ensure that she/he can be reached by the publisher at any time. She/he warrants, in particular, that the publisher is in possession of his/her correct address. The author expressly releases the publisher from any obligation to research his/her current address at VG Wort.
8. In case of doubt the German version shall be binding.

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Place, Date

Dr. Rudolf Svoboda

Frankfurt a. M.,

Publisher's Signature