

MEMORANDUM OF AGREEMENT

made this 24th of November 2017

BETWEEN **Rowohlt Verlag GmbH, Hamburger Str. 17, 21465 Reinbek bei Hamburg, Germany** in association with **Andrew Nurnberg Associates International Limited, 20-23 Greville Street, London EC1N 8SS** and **Andrew Nurnberg Associates Prague**, their successors and assigns (hereinafter called the Proprietor) of the one part

AND **Středisko společných činností AV CR, v.v.i., Národní 3, 110 00 Praha 1, Czech Republic, VAT number CZ60457856** (hereinafter called the Publishers) of the other part

WHEREBY it is mutually agreed as follows regarding the Work entitled:

KALENDARIUM DER EREIGNISSE IM KONZENTRATIONSLAGER AUSCHWITZ-BIRKENAU 1939-1945 by Danuta Czech

(hereinafter referred to as the Work)

1. The Proprietor hereby grants to the Publishers the sole and exclusive right for a period of **10 (ten) years** from the date of this Agreement to **publish and sell** the Work in **trade form** in the **Czech** language in all countries where copyright subsists.
2. The Publishers shall pay to the Proprietor:
a non-returnable advance of **EUR 1,200 (one thousand two hundred Euro)** payable on signature of this Agreement on account of the following royalties: **_____ of the retail price less VAT on all copies sold**. No royalties shall be payable on review copies and on copies for purpose of publicity, provided such number shall not exceed **_____** of the total print run. Accounts of the sales of the said Work shall be made on the 31st day of December in each calendar year and delivered and settled within two (2) months thereafter. A report of the sales shall be made and sent to the Proprietor so long as the Work shall remain in print. The Publishers may reprint on the condition that they inform the Proprietor in writing beforehand and state the intended print run and retail price. The Publishers shall not reprint their edition of the Work within 6 (six) months before the expiry date of this Agreement without the Proprietor's written approval.
3. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred by them nor shall the Work be issued under any imprint other than their own without the written consent of the Proprietor or his agent.
4. All rights not specifically granted in this Agreement are reserved by the Proprietor.
5. The Publishers undertake to publish their edition of the Work within **36 months** from the date of this Agreement, unless otherwise mutually agreed between the Proprietor and the Publishers, failing which this Agreement will automatically terminate and all rights granted hereunder shall forthwith revert to the Proprietor without prejudice to any claims which the Proprietor may have either for monies due and/or damages or otherwise.
6. Notwithstanding any other rights which may have been granted to the Publishers in this Agreement, it is hereby understood that the Proprietor retains the right to publish or to allow third parties to publish in the **Czech** language extracts from or synopses of the Work not exceeding 10,000 (ten thousand) words in length for use in connection with the exploitation of the cinematograph or television films of the Work. For the avoidance of doubt it is hereby confirmed that no cinematograph or television rights in the Work are granted to the Publishers.
7. The Publishers warrant that the translation of the Work shall be made completely, faithfully and accurately. Abbreviations or alterations shall not be made in the Work's title or text except with the Proprietor's prior written consent. No illustrations or other material shall be included in the Publishers' edition of the Work without the Proprietor's prior written consent.
8. The Publishers shall print the original title on the back of the title page and the name of the author shall appear in its customary form on the title page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the Work issued by the Publishers or their agents. The Publishers shall not print advertisements of any kind or for any other book other than by the Author in any edition of the Work or on the jacket/cover without the Proprietor's written approval.
9. The Publishers shall take all necessary steps to protect the copyright in the Work and undertake to print the copyright notice: **Copyright © 1989 by Danuta Czech; © 1989 by Rowohlt Verlag GmbH, Reinbek bei Hamburg** exactly as it appears in the original edition of the Work in addition to any copyright line that may be required to establish copyright in the actual translation. **If the Publishers fail to print a correct copyright notice in their edition, they shall pay a penalty fee of EUR 200 (two hundred Euro) to the Proprietor and shall correct the mistake in the following print-run.**
10. The Publishers shall bear all the expenses of translation, production, publication and advertisement.
11. **Rights to illustrations are covered by this Agreement with the exception of the maps appearing on pages 25, 26 and 27 of the original German edition.**
12. No debit balance arising in the Publishers' favour under the terms of other Agreements with the Proprietor for the same Work or other Works shall be offset by the Publishers against any credit balance arising in the Proprietor's favour under the terms of this Agreement.

13. Upon publication the Publishers shall send [redacted] presentation copies of their edition of the Work direct to the Proprietor c/o Rowohlt Verlag GmbH, Hamburger Strasse 17, 21 465 Reinbek bei Hamburg, Germany, similarly, two to Andrew Numberg Associates Prague s. r. o., Jugoslávských partyzánů 17, 160 00 Praha 6, Czech Republic. The Publishers shall provide the Proprietor and the Agent with one free copy each of the electronic book edition of the Work.

14. The Publishers shall report to the Proprietor's representative, Andrew Numberg Associates Prague s. r. o. upon publication of their edition. The Publishers shall advise the Proprietor's representative of the exact number of copies printed, the date of publication and the selling price per copy. Exact accounts of the sales of the Work shall be made up 31st December in each year and delivered and settled within two (2) months thereafter. Such accounts shall show the full retail price, the royalty percentage, the number of copies printed and the number of copies remaining in stock of all editions of the Work. Royalty statements shall be delivered in duplicate and royalty payments shall be remitted in the currency in which they are calculated. The books of account of the Publishers, so far as they relate to any matter arising out of this Agreement, shall be open to inspection by the Proprietor or the Proprietor's duly authorised representative by appointment at any reasonable time. The Proprietor shall bear the costs of any examination unless such examination reveals errors against the Proprietor amounting [redacted] or more, in which case the costs of the examination shall be borne by the Publishers, and any errors in payment remedied within 14 (fourteen) days of such examination.

The Proprietor reserves the right to charge interest on any amounts overdue under the terms of this Agreement at [redacted] of the total amount due per month.

15. If the Publishers fail to fulfil or comply with any of the provisions of this Agreement within one month after written notification from the Proprietor or his agent of such failure or if they go into liquidation other than a voluntary liquidation for purposes of reconstruction only, then and in either of these events this Agreement shall automatically terminate without prejudice to any claim which the Proprietor may have either for monies due and/or damages and/or otherwise.

16. The Proprietor hereby authorizes and empowers the firm of Andrew Numberg Associates International Limited, acting in conjunction with Rowohlt Verlag GmbH, Hamburger Strasse 17, 21 465 Reinbek bei Hamburg, Germany, to collect and receive all sums of money due under the terms of this Agreement and declares that their receipt shall be a good and valid discharge of all persons paying such sums of money due to him. All payments due under the terms of this Agreement shall be made by the Publishers by bank transfer for the gross amount, **free of all bank charges**, to Andrew Numberg Associates Int.- Prague client, [redacted] Code: [redacted], Account No. [redacted], IBAN: [redacted], Swift/bic Code: [redacted]. The Publishers shall simultaneously provide a copy of the bank transfer advice note to [redacted].

17. This Agreement shall not be considered valid until signed by both Parties. In the event of payment not being received within six weeks of receipt of fully-executed Agreement by the Publishers, the Agreement shall be automatically rendered invalid without further notice and without prejudice to any monies that maybe due.

18. The Publishers shall not sell or allow for sale copies of the Work at a price below the published / recommended retail price within 12 months of the date of first publication without the written consent of the Proprietor. On remainder copies the Publishers shall pay a royalty of [redacted] of the net receipts of any such sale. The Publishers shall inform the Proprietor in advance of plans to remainder and upon remainder the rights shall without further notice revert to the Proprietor without prejudice to the Proprietor's claim for damages or to any monies paid or still due.

19. This Agreement shall be considered null and void and all rights to the Works licensed to the Publishers herein shall automatically revert to the Proprietor if and when the Works is out-of-print for more than 6 (six) months.

20. All rights shall revert automatically 10 (ten) years from the date of this Agreement.

21. This Agreement shall be governed by the laws and procedures of the Federal Republic of Germany, regardless of the place of its physical execution. In the case of a breach of contract by the Publishers, the Proprietor may however elect to proceed against the Publishers according to the laws of the defendant's home courts.

22. In the event that any taxing authority imposes any sales, consumption, value-added or similar tax on or in respect of the rights granted herein or in respect of any services to be provided by the Proprietor to the Publishers hereunder including, without limitation, the so-called Goods and Services Tax, such tax shall be borne by the Publishers who shall be solely responsible for the payment of the same and no amount payable by the Publishers to the Proprietor pursuant to this Agreement shall be subject to reduction, withholding, offset or deduction in respect of any such tax.

FOR AND ON BEHALFOF THE PROPRIETOR

FOR AND ON BEHALFOF THE PUBLISHERS 4. 12. 2017 Jiří Padevět