

# YALE REPRESENTATION LIMITED

47 BEDFORD SQUARE · LONDON WC1B 3DP, [REDACTED]

AN AGREEMENT made and entered into this **27th June 2018**  
(the "Effective Date") between

**YALE REPRESENTATION LIMITED of 47 Bedford Square, London,  
WC1B 3DP, United Kingdom**

And

**PUBLISHING HOUSE ACADEMIA, STREDISKO SPOLECNÝCH CINNOSTI  
AV CR, NARODNI 3, 110 00 PRAHA 1, CZECH REPUBLIC, IC:  
60457856, VAT NUMBER: CZ60457856 ('the Publisher')**

WHEREAS\_ Yale Representation Limited is a wholly owned subsidiary of Yale University Press London · and is duly authorised to license foreign language rights in the work by **Patrick Deneen** entitled: **WHY LIBERALISM FAILED**

(hereinafter the 'Work').

WHEREAS the Publisher seeks to publish a foreign language translation of the Work.

WHEREFORE it is hereby agreed:

1. Grant of Rights. Yale Representation Limited grants to the Publisher the following rights in Czech Republic (the "Territory") and in the Czech market throughout the world, subject to the terms herein and further subject to any requirements or obligations pursuant to applicable law:

a. The exclusive right to prepare an Czech translation

ion (the "Translation") of the Work purposes set language  
forth in Paragraphs 1(b)-(c)below. for the

b. The exclusive right to publish and sell the  
Translation as a printed book (the "Print Edition");

c. The exclusive right to license to third parties the  
right to reprint the Translation for newspaper and magazine  
serialization in print or online form, book club  
distribution, audio and radio rights or for use of portions  
thereof in an anthology or other collective work; provided,  
however, that in all such instances the Publisher shall  
contractually require third parties

exercising rights under this provision to comply with the applicable provisions of this Agreement, and the Publisher shall remain primarily liable for any failure by such third parties to so comply.

2. Reservation of Rights. All rights now existing or which hereafter come into existence and which are not specifically granted to the Publisher in this Agreement are hereby reserved.

3. The Translation. The Publisher shall arrange for the Translation to be made faithfully and accurately. No abbreviation, addition or amendment shall be made to the title, the subtitle or the text, without the written consent of Yale Representation Limited.

4. Publication. The Publisher shall publish the Print Edition at its own expense within **24 (twenty four)** months of the Effective Date. The number of copies of the Print edition to be manufactured shall not be fewer than [REDACTED] ([REDACTED]). On or before the date of the first publication of the Translation, the Publisher shall forward to Yale Representation Limited: **(i) 1 (one) free copy** of the Print Edition and a statement showing the total number of copies printed, the publication date and list price.

5. Advance, Royalties, Payment and Reporting.

a. The Publisher shall pay to Yale Representation Limited at the time of signing this Agreement a non-refundable advance of **€900** (Nine Hundred Euros) against all earnings, royalties and payments to be calculated and payable as follows:

i. With respect to the Print Edition, [REDACTED] on the first [REDACTED] ) copies sold, [REDACTED] thereafter of the Publisher's net proceeds. For purposes of this subsection 5.a.i., "net

proceeds" means list price less Value Added Tax where applicable on all copies sold, less returns;

ii. With respect to payments in connection with Section 1(c) herein, [REDACTED] of gross proceeds from the exercise of such rights net of Value Added and/or similar sales taxes.

b. The Publisher shall report on the unit sales broken out by the Print Edition and the revenues generated yearly as of December 31 and make settlement of the

account by cheque or electronic payment in British pounds sterling, US dollars or Euros (as may be specified by Yale Representation Limited) within 3(three) months thereafter. Each report shall include the total number of copies sold or licensed during the accounting period, the Publisher's list price, and (as applicable) the number of copies printed and remaining in hand. Yale Representation Limited shall have the right on reasonable notice to examine the Publisher's relevant books and records in order to verify such accounts. In the event an error resulting in underpayment of [REDACTED] or more is detected, the Publisher shall bear all costs of such audit.

6. Publisher's Obligations.

a. The Publisher shall take any and all steps necessary and appropriate to protect the copyright in the Translation under the applicable copyright laws and all applicable international conventions and agreements at the sole expense of the Publisher, including but not limited to prosecuting at its own expense any person who infringes such copyright.

b. The Publisher shall ensure that the original English language title and the following copyright notice: "**© 2018 by Patrick J. Deneen**" together with the following acknowledgement "**Originally published by Yale University Press**" appear in its customary place on the title verso page of every copy of the Print Edition.

c. The Publisher shall ensure that the name of the Author appears in its customary form on the cover, jacket (if any), title page, binding and online image of every copy as applicable and in all marketing material related to the Print Edition.

7. Third Party Materials/Permissions.

a. The grant of rights herein shall not apply to any text, or supplemental material from other sources that may be incorporated in the original Work. The Publisher shall obtain, wherever necessary, permission for the use in the Translation of copyrighted material in the Work owned or controlled by third parties. The Publisher shall also be responsible for paying any fees required for such permissions and ensuring appropriate acknowledgements in the Translation.

8. Term and Termination.

a. This Agreement shall be valid for a period of 8 (eight) years from the Effective Date and may thereafter be renewed by mutual written agreement.

b. Yale Representation Limited shall have the right to terminate this Agreement prior to the expiration of the Term of the Agreement in the event that the Publisher:  
(i) ceases to carry on business or becomes insolvent or subject to the protection of bankruptcy law; (ii) fails to keep the Book in print as required or authorised herein; and/or (iii) commits a material breach of this Agreement which breach, if capable of remedy, the Publisher fails to remedy within 30 (thirty) days of receipt of a notice to that effect from Yale Representation Limited.

c. The Publisher shall make the Print Edition available for sale at all times during the Term of this Agreement.  
The Work shall be considered "in print" if: (i) copies are offered for sale through normal retail and wholesale channels in the Territory in the Print Edition and (ii) sales and licensing of the Publisher's edition of the Work are more than 50 units in each of two successive royalty reporting periods. The existence of large print, book club, Braille, microfilm, and audio recordings shall not deem the Work in print. Notwithstanding the foregoing, the Publisher shall notify Yale Representation Limited within 30 (thirty) days if any edition of the Work goes out of print or is unavailable for purchase, as applicable.

d. Upon the effective date of termination of this Agreement, in whole or in part, Yale Representation Limited shall have liberty to grant the relevant rights elsewhere in the Territory, but in the event of termination in whole the Publisher shall nevertheless retain the right for 6

(six) months to dispose of any existing copies of the Print Edition remaining in stock or copies that were in process of being printed provided, however, that the Publisher shall continue to fulfill its obligation to pay royalties and sub-licencing income to Yale Representation limited as agreed herein.

e. Should Yale Representation Limited not have received from the Publisher the sum by way of advance provided for herein within 90 (ninety) days of the Effective Date, then this Agreement shall be deemed not to have come into effect, and all rights granted herein may at the sole option of Yale Representation Limited and on notice in



writing from Yale Representation Limited to the Publisher terminate, without prejudice to any claim which Yale Representation Limited may have for sums due, for damages or otherwise.

9. Representations and Warranties.

a. Yale Representation Limited represents and warrants that it has the authority to grant all rights in the Work licensed under this Agreement to the Publisher and that the Publisher's use of the Work in accordance with this Agreement shall not infringe the rights of any third party under the laws governing this Agreement. Notwithstanding anything to the contrary contained herein, all rights granted to the Publisher hereunder are subject to the Publisher obtaining any and all necessary licences and permissions required under the laws of the Territory or as otherwise required. For the avoidance of doubt, Yale Representation Limited makes no representations and undertakes no obligations with respect to the procurement of any licence or permission that may be required by any governmental body, including any censorship requirements or under laws other than the laws of the United States.

b. The Publisher represents and warrants that in exercising rights granted hereunder the Publisher shall comply with all applicable laws, rules and regulations of the Territory.

10. Indemnification.

a. The Publisher shall indemnify and hold harmless Yale Representation Limited and its respective directors, officers, employees, and owners against any and all third party claims, actions, demands, liabilities, losses, damages, judgements, settlements, costs and expenses (including reasonable lawyers' fees) (any or all of the

foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on: (i) any breach by the Publisher of any representation or warranty made by it hereunder; or (ii) resulting from the Publisher's acts and/or omissions or from the distribution or use of the Work or the Translation by the Publisher or third-parties authorised by the Publisher, to the extent not resulting from Yale Representation Limited's breach of this Agreement.

b. Yale Representation Limited shall indemnify and hold harmless the Publisher and its respective directors,

officers, employees and owners against any and all third party claims, actions, demands, liabilities, losses, damages, judgements, settlements, costs and expenses (including reasonable lawyers' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on Yale Representation Limited's breach of any representation or warranty made by it hereunder.

c. The obligation to indemnify shall be contingent upon the following:

i. The indemnified party shall provide the indemnifying party with prompt written notice of any claim for which indemnification is sought (such notice shall provide the basis on which indemnification is being asserted and be accompanied by all relevant pleadings, demands, and other papers related to the claim and in the possession of the indemnified party) and shall cooperate fully with the indemnifying party;

ii. The indemnifying party shall have a period of 30 (thirty) days after delivery of such notice to respond. If the indemnifying party elects to defend the claim or does not respond within the requisite 30-day (thirty-day) period, the indemnifying party shall be obligated to defend the claim at its own expense, and by counsel reasonably satisfactory to the indemnified party;

iii. The indemnified party shall allow the indemnifying party to control the defence and settlement of such claim, but may, at its own expense, assist in the defence if it so chooses, provided that the indemnifying party shall control such defence and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified party shall not be final without the indemnified party's

prior written consent, which shall not be unreasonably withheld or delayed.

iv. Notwithstanding the foregoing, if at any time it appears that any intellectual property right underlying the rights being granted by Yale Representation Limited shall be at issue in such claim, Yale Representation Limited shall have the right to defend such right at its own expense, except that such defence shall be at the Publisher's expense if the Publisher's act or omission caused the intellectual property right to be at issue.

11. Notice. Unless the Publisher is hereafter otherwise notified in writing, all payments, statements and notices which the Publisher is required to forward or deliver to Yale Representation Limited pursuant to the terms of this Agreement shall be addressed to Yale Representation Limited at the address herein.

12. Remainders. The Publisher shall not remainder the Print Edition within 2 (two) years of first publication. On remainder copies sold at or below the cost of manufacture no royalty shall be payable.

13. No Assignment. Save as otherwise expressly premitted, the Publisher shall not assign, transfer or in any way encumber this Agreement or the Publisher's rights and obligations hereunder without the prior written consent of Yale Representation Limited.

14. Waiver. No waiver by either party of any provision or any breach in this Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of either party to insist on strict performance of any provision of the Agreement or to exercise any rights or remedies in this Agreement shall not be deemed a waiver. Should a clause in this Agreement be or become ineffective, void or inexecutable, this does not affect the validity of the other clauses.

15. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of New York, United States of America. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be brought in a court of competent jurisdiction in New Haven, Connecticut of the United States of America and each party hereby

consents and submits to personal jurisdiction of such court.

16. Final Agreement.

a. This Agreement terminates and supersedes all prior understandings or agreements between the parties concerning the subject matter hereof. This Agreement may be modified only by a further written instrument that is duly executed by both Parties.

In Witness whereof the parties have each caused this Agreement to be duly executed:

.....  
**YALE REPRESENTATION LIMITED**

.....**24. 7. 2018** .....  
**PUBLISHING HOUSE ACADEMIA**

