

# Licensing Agreement

made this 4th day of July 2018  
between

**Verlag Kiepenheuer & Witsch GmbH & Co. KG, Bahnhofsvorplatz 1, 50667 Köln, GERMANY  
(VAT: DE123047959)**  
(hereinafter called the PROPRIETOR) of the one part

and  
**STREDISKO SPOLECNÝCH CINNOSTI AV CR, Narodni 3, 110 00 Prague 1, CZECH REPUBLIC  
(VAT: CZ60457856)**  
(hereinafter called the PUBLISHER)

of the second part, whereby it is mutually agreed as follows regarding the Work entitled:

**DER PANZER ZIELTE AUF KAFKA by Heinrich Boll**  
(hereinafter called the "WORK")

## § 1 Rights granted

1. The Proprietor hereby grants to the Publisher the sole and exclusive right to print and publish the said WORK in volume form in the **Czech** language, and to sell copies **throughout the World**.
2. The Agreement shall be valid for a period of **5 (five) years** from the date of this Agreement and no longer than the 4th day of July 2023.
3. The license herein granted is assigned to the above named publisher solely and shall not be transferred by them without the written consent of the Proprietor.
4. The Proprietor represents and warrants to the Publisher that the Work is an original work, that the Proprietor is the sole Proprietor of the copyright in the Work and that the Proprietor has full power to enter this Agreement. This warranty does not include photographs, illustrations, quotations or any other copyrighted material obtained by the Proprietor from other sources and incorporated in the Work, unless laid down in an Appendix of this Agreement.

**The photos by René Boll included in the book are part of the licence and the Proprietor will provide the picture data to the Publisher.**

5. All rights in the Work, whether now existing or which may hereafter come into existence, which are not specifically granted to the Publisher in this Agreement, are reserved to and by the Proprietor.

## § 2 Advance payment and Royalties/Special stipulations

The Publisher shall pay to the Proprietor the non-refundable advance payment of:

**EUR 1,000.-- (one thousand) to be paid on signature of this Agreement and no later than October 1, 2018.**

Such sum shall be in advance and on account of all income (following royalties and income under clause 4.) payable from the publisher's price to trade of each and every copy of the Work sold as a

**Hardcover Edition/ Volume Edition(s) (based on the net price less VAT, net price will be [REDACTED] CZK. First print run approx. [REDACTED] copies) [REDACTED] for each and every copy sold**

### **§ 3 Taxes**

1. The advance payment and the royalties set forth in § 2 are meant to be net amounts that do not include any VAT, sales tax or other indirect tax and shall be paid free and clear of all deductions and withholdings in respect of tax whatsoever, unless the deduction or withholding is required by law.
2. If the Publisher is required by the applicable tax laws to make any deduction or to withhold an amount in respect of tax from the sums payable to Proprietor under this Agreement then (i) the Publisher shall properly deduct the amount to be withheld from the sums payable and timely remit it to the competent tax authority and (ii) pay to Proprietor the sums payable net of the required withholding or deduction. The Parties shall fully cooperate with each other and shall use commercially reasonable efforts in order to avoid or reduce any withholding tax obligation and to obtain a credit or refund of any withholding tax to be withheld on the sums payable. If the Publisher has to make a withholding tax deduction, the Publisher shall provide to Proprietor without undue delay all original documents, receipts or other evidence, which are required to apply for a claim or refund of any withholding tax paid.

### **§ 4 Invoicing and Accounting**

1. Proprietor shall provide Publisher with regard to the advance payment set out in § 2 with a proper invoice in compliance with the applicable VAT laws.
2. For the duration of this Agreement the Publisher shall render accurate, complete and detailed English language statements of account of all sales of the WORK once a year, to the 31st of December, regardless of whether the advance has been recouped, and shall deliver said statement of account together with any amounts due within 90 days thereafter.
3. Each statement of account shall include the following information for each and every edition of the Work: the number of copies of the Work sold during the royalty accounting period, the respective price of all copies sold, and the applicable royalty percentage.
4. Each time the Proprietor receives a statement of account from Publisher pursuant to clause 3. above, Proprietor or its Agent (on Proprietor's behalf) shall provide Publisher with a proper invoice in compliance with the applicable VAT laws with regard to any sum payable by Publisher to the Proprietor based on the relevant statement of account.
5. All payments due under the terms of this Agreement shall be paid in € (EUR) converted at the rate prevailing on the day on which payment is due. All bank charges shall be borne by the Publisher.
6. The full amount of any payment due and any amounts due in the future under this Agreement shall be transferred to the Proprietor's account:

Bank: [REDACTED]  
Account Number: [REDACTED]  
Sorting Code: [REDACTED]  
BIC: [REDACTED]  
IBAN: [REDACTED]

## § 5 Subsidiary Rights

~~-intentionally deleted-~~

## § 6 Translation

1. The publisher shall guarantee a high-quality translation of the Work. The translation including the title 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. No additions, deletions, abridgements or alterations in the text or title may be made without the prior written approval of the Proprietor.

2. The Publisher shall submit the translation for the Proprietor's approval upon request. If the Proprietor fails to comment within 21 (twenty-one) days of receipt, the Publisher may consider the translation approved.

3. The Publisher shall translate, produce, publish and advertise the Work at its own expense.

## § 7 Copyright

1. The original title of the Work and its copyright notice

**Originally published in the German language as "Der Panzer zielte auf Kafka. Heinrich Böll und der Prager Frühling" by Heinrich Böll  
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**Copyright photos by René Böll: © Samay Böll**

shall be printed - in addition to any copyright line that may be required to establish copyright in the actual translation - on the back of the title page of every copy issued of the Work licensed for publication by the Publisher.

2. 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 and other announcements of the Work.

## § 8 Design and Cover

**The Publisher shall submit the jacket/cover of the Publisher's edition for Proprietor's approval.** If the Proprietor fails to comment within 14 (fourteen) days of receipt, the Publisher may consider the jacket/cover approved.

## § 9 Remainders

In the event of the sale of copies as remainder the royalty to be paid to the Proprietor shall be 10% of the net sum received by the Publisher, on the condition however, that the sale is not effected below printing cost, but the Publisher shall not remainder any copies of the Work before 2 (two) years after their first publication of the Work. In the event of such remaindering, all rights granted herein shall revert automatically to the Proprietor.

## § 10 Advertising

The Publisher shall not print advertisement of any kind or any other book other than books from its own list in any edition of the Work or on the jacket/cover without the Proprietor's written approval.

## § 11 Non-text Elements

Unless otherwise specified herein, the right to reproduce any illustration and/or quoted matter from the original edition of the Work is not granted in this Agreement.

## § 12 Publication/Complimentary copies

1. The Publisher agrees to publish the Work within **24 (twenty-four) months** from the date of this Agreement.
2. The Publisher shall promptly inform the Proprietor and/or his agent of the exact publication date of the Work and of its respective price and the number of copies in the first printing in reference to original printing data given. The Publisher shall inform the Proprietor and/or his Agent of the number of all subsequent printings of each edition upon request.
3. The Publisher undertakes to send the Proprietor a press kit upon request.
4. On first publication the Publisher shall send ( ) **free copies directly to the Proprietor (to the attention of )**. On each new edition ( ) copies are to be sent to the Proprietor. The Author/Proprietor may for personal use purchase additional copies at off the retail price.

## § 13 Termination of Agreement

1. After the period of 5 (five) years from the date of this Agreement all rights herein licensed shall revert automatically to the Proprietor unless an extension of the Agreement is agreed upon in writing by both parties.
2. Furthermore this Agreement shall terminate automatically and all rights herein granted shall revert automatically to the Proprietor **without further notice** if:
  - 2.1. the Publisher fails to publish the Work within the publication term mentioned in § 11, 1 after the date of this Agreement;
  - 2.2. at any time during the term of contract specified in § 1, 2 above the Work is off the market and the Publisher does not - within 30 (thirty) days after receipt of written notice from the Proprietor - bring out a new edition within 6 (six) months;
  - 2.3. if after 2 (two) years from the first publication of the Work by the Publisher, fewer than ( ) copies are sold at not less than the original published price in any year;
  - 2.4. the Publisher becomes insolvent or liquidates his/her business for any cause whatsoever; or after a petition in bankruptcy is filed by the Publisher; or a petition in bankruptcy is filed against the Publisher and such petition is finally sustained; or if the Publisher is otherwise unable to meet his obligation, whether by voluntary act or order or decree of court.

3. The rights revert to the Proprietor without prejudice to the Proprietor's rights of recovery of any monies already paid to him and/or as damages under the terms of this Agreement.

#### § 14 Audit

The Proprietor shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the Publisher to inspect all books, vouchers, documents in the possession of the Publisher related to the Work. If an error exceeding [REDACTED] is found in the Publisher's favour the Publisher agrees to pay the Proprietor the amount of the error within 30 (thirty) days of such discovery and, in addition, will bear the cost of the audit.

#### § 15 General Provisions

1. The Agreement shall be rendered invalid if not signed by the Publisher within 30 (thirty) days of the date of this Agreement and if the advance payment (less agency commission and local taxes) due upon signature under § 2 herein has not been received by the Proprietor within date given in § 2.

2. This Agreement constitutes the complete understanding of the parties and all previous negotiations and understandings have been merged herein. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties. This includes the abandonment of this Agreement by any of the parties.

3. Should any clause of the Agreement be invalid, the validity of the remaining clauses of the Agreement shall not be affected. The invalid clause or any missing clause shall be replaced by a new clause being as close as possible to the invalid or missing one, or to its economical purpose.

4. The Agreement shall be governed by and interpreted in all respects in accordance with the **Law of the Federal Republic, Germany**. Any legal action brought by either party to this Agreement against the other shall be brought in the jurisdiction of Cologne, Germany.

PROPRIETOR  
Verlag Kiepenheuer & Witsch GmbH & Co. KG

PUBLISHER  
Stredisko Spolecnych Cinnosti

24. 7. 2018