



Publisher's licence agreement

Name of the institution: Editorial Verbum, S.L.

Incorporated according to the laws of Spanish kingdom in the commercial register with identification number B79486817

Address of the institution: Travesía Sierra de Gata 5, 28500 La Poveda, Arganda del Rey, Madrid, España

Name and position of the person entitled to sign this agreement:

██████████ Director

Person authorized to act in matters of implementation of this agreement:

Fiscal Identification Number of the institution B79486817

Bank account Cuenta: ██████████

(hereinafter referred to as "Licensee")

Publisher is not a VAT payer

(hereinafter referred to as "Licensee")

and

PALACKÝ UNIVERSITY OLOMOUC

Faculty of Arts

With the seat in: Křížkovského 511/8, Olomouc, 77147, Czech Republic

Authorized person: prof. PhDr. Zdeněk Pechal, CSc.,
the dean of the Faculty of Arts of Palacký University Olomouc

Person authorized to act in matters of implementation of this agreement:

ID number: 61989592

Tax ID number: CZ61989592

Banking connection: ██████████

Account number: ██████████

(hereinafter referred to as „UP“ or „Licensor“)

concluded this Publisher's Licence Agreement (hereinafter referred to as „agreement“) in accordance with the section 2384, section 2358 and section 2430 of the Act No. 89/2012 Coll., Civil Code, as amended, (hereinafter referred to as “Civil Code”)

I. Subject of the agreement

1. UP grants the licensee the licence to exercise the right of reproduction and distribution of the literary work titled *Literaturas en cruce: estudios sobre contactos literarios entre España y América Latina* – written in Spanish (hereinafter referred to as “work”) of the author ██████████ (hereinafter referred to as “author”), of its communication to the public, inter alia, also through the computer network internet, and of conversion of its record in electronic form to the format compatible with the demands of the licensee.

2. The work was created by author in fulfilling his duties arising from the UP employment within the framework of the project "*Literaturas en cruce: estudios sobre contactos literarios entre España y América Latina*" supported within the grant of the **Institutional development plan: Excellence in education – support for scientific outputs on FF UP** provided to UP by the Czech Ministry of Education, Youth and Sports.
3. UP as an employer of the author mentioned in the article 1 of this section of the agreement exercises the authors' economic rights to the work in its own name and on its own account according to section 58 of the Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws, as amended (hereinafter referred to as "Copyright Act").
4. The licence is given as **non-exclusive for the period of 8 years** from the date of the efficiency of this agreement.
5. The licensee is authorized to distribute the work (hereinafter also referred to as "publication" when talking about the book) through its distribution net, exporters and correspondent distributors abroad in the area of the Europe, Latin America and USA.

II. Obligations of the licensee

1. The licensee obliges to publish the work until the 31th of December 2018 in the extent of estimated 200 standard pages (one-coloured print on pages and coloured cover), in maximally 500 copies (copies mentioned in the article 6 of this section of the agreement are included, copies mentioned in the article 5 of this section of the agreement are not included) and in a softcover (paperback) edition.
2. The licensee is obliged to ensure the professional review and professional editorial activities during the publication of the work so as the work meets the requirements of scientific publications. According to the section 2385 of the Civil Code the licensee is also obliged to give to the author (through UP) the opportunity to do the authors' corrections before the publishing of the work.
3. The licensee is obliged to pay the amount of money corresponding to the full coverage of costs on the publication of the work.
4. The licensee is obliged to ensure a composition, wrapping and a graphical corrections, a cover design, printing and binding, bookbinding, a correction of the Spanish language, the reproduction, distribution and propagation of the work/publication.
5. The licensee is obliged to fulfil his legal obligation to deliver the obligatory copies of the publication according to the laws of the Spanish kingdom.
6. The licensee is obliged to inform UP immediately about the publication of the work on the email [REDACTED] and to provide the UP with 125 pieces of the publication (25 copies according to section 2377 of the Civil Code for the author are included - free of charge) no later than 30 days after the day the publication has been published.
7. The licensee has to cite following text in the publication: "*Este libro ha sido publicado gracias al apoyo del Ministerio de Educación, Juventud y Deporte y de la República Checa y la Facultad de Filosofía y Letras de la Universidad Palacký de Olomouc, República Checa.*"
8. Each copy of the publication shall contain respective copyright notice:
 - **Copyright © Palacký University Olomouc, 2018**
 - **Copyright © [REDACTED], 2018**
9. The licensee is not authorized to change the name of author or the work or its title as stipulated in section 2375 of the Civil Code, except the conditions given by this agreement.

III. Rights and obligations of UP

1. Both contractual parties confirm that the manuscript of the work was given to the licensee in the final version appropriated with professional and language requirements in an electronic and written form.
2. UP reimburses (compensate) the licensee the part of the costs of publication and distribution of the work (the publication) in accordance with the section IV. article 1 of this agreement.

IV. Price and terms of payment

1. UP will pay to the licensee as the part of the costs of publication and distribution of the work (as the reward for the publication, distribution and other services) amount of **2500 EUR without VAT**, in accordance with the invoice issued by the licensee after the announcement about the publication of the work according to the section II. article 6 of this agreement is delivered to UP with fifteen-day maturity period starting on the day of its delivery to UP on the e-mail address [REDACTED] or on the address Faculty of Arts of Palacký University Olomouc, Křížkovského 511/10, 771 47 Olomouc by the mail. The VAT is not included in this amount and won't be added to it due to the fact that the Publisher is not the VAT payer.
2. The whole coverage of the part of the costs of reproduction and distribution of the work (the publication) given by UP (**2500 EUR**) is to be funded from the budget of the project mentioned above (approx. 63000,- CZK).
3. The licensee is obliged to pay the amount of money - the rest of the costs of the publication and distribution of the work (the publication). This amount of money shall be in accordance with the expected future revenues from sales of the work (the approximate budget is attached as an annex of this agreement). The licensee is obliged to bear the risk that the amount of money expended by him on the publication and distribution of the work (the publication) will be higher than real revenues from sales of the publication.
4. The licensee assumes the risk of change in circumstances pursuant the section 1765, subsection 2 of the Civil Code, thus the section 1765, subsection 1 and section 1766 of the Civil Code shall not apply in licensee's favour. This means, that the licensee is not entitled to appeal to the court in case of the unpredictable circumstances with the lawsuit to increase the part of the costs paid by UP or cancellation of the contract.
5. UP grants licence to the licensee for free.

V. Common understandings

1. The contractual parties agreed that both of the parties have to approve in writing a masthead, the cover, the cover sheet of the publication and that the licensee is obliged to deliver the proposal of the masthead, cover and cover sheet to UP before the work (the publication) will be transmitted to print. UP is obliged to discuss the topics mentioned in the previous sentence with the author. UP and the author should give their written approval with the masthead, cover and cover sheet no later than 5 days after the delivery of the proposal.
2. Each contractual party is obliged to cooperate with another contractual party for the purpose of fulfilling of the subject of this agreement.

VI. Sanctions

1. In the case of UP's delay in payment of the amount mentioned in the section IV. article 1 of this agreement UP is obliged to pay to the licensee an interest on late payment

- amounting to 0,02 % of the debt amount without VAT per every even-beginning-day of the delay after the end of the maturity period.
2. If the licensee doesn't publish the work on deadline stipulated in the section II article 1 of this agreement, the licensee is obliged to pay a contractual fine amounting to 50 EUR per every even-beginning-day of the delay.
 3. Contractual fines are not calculated into the compensation of potentially existing damage that can be claimed separately in full extent apart from the contractual fines.
 4. The maturity period of accounted contractual fines and interests on late payment is 15 days from the date of delivery of a written statement to the relevant contractual party.
 5. UP is entitled to set off the contractual fines against the claim of the licensee for the payment of the amount mentioned in section IV article 1.

VII. Withdrawal from the agreement

1. UP is entitled to withdraw from this agreement, if the licensee doesn't publish the work in at least 15 days after the deadline stated in the section II article 1 hereof. If UP withdraws from this agreement in accordance with the previous sentence, the licensee is obliged to return to UP the amount mentioned in section IV article 1 hereof, if paid before the withdrawal, no later than seven days after the written withdrawal from this agreement was delivered to him from UP.
2. The withdrawal from this agreement becomes effective on the day of the delivery of the written withdrawal to the second contractual party on the address stated in the head of this agreement.

VIII. Final provisions

1. Each contractual party is obliged to inform another contractual party in the case of change of the conditions of this contract.
2. All changes or amendments shall be made only by written, dated, numbered amendments undersigned by the authorized representatives of both contractual parties.
3. The agreement is executed in English version in four identical copies with the force of original, two copies for each party.
4. Rights and duties arising from this agreement subrogate on legal successor of both contractual parties.
5. The contractual parties have expressly agreed that their rights and obligations ensuing from this agreement **in matters not expressly regulated by this agreement** in accordance with section 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and with section 87 subsection 1 of the Act No. 91/2012 Coll. on the Private International Law, as amended, **shall be governed by the laws of Czech Republic** - concretely by Czech Civil Code, Czech Copyright Act and Czech tax laws.
6. The contractual parties agreed that they shall settle all disputes above all by mutual negotiation with the goal to arrive at a peaceful settlement of the dispute.
7. As for potential litigations arising out of this agreement not solved by mutual negotiation, **the contractual parties agreed** in accordance with the section 25 of the Regulation of the European Parliament and of the Council (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters and with the section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the section 89a of the Act No 99/1963 Coll., Civil Procedure Act, as amended, **that any disputes that arise between parties in**

connection with this agreement shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.

8. The parties hereto acknowledge the fact that this agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts). The parties take note that this agreement enters into effect at the moment of its publication in the register of contracts. UP, who shall ensure publication of the agreement in the register of contracts, shall inform the licensee of its publication forthwith thereafter using the e-mail [REDACTED] stated in the header hereof. The contractual parties undertake to refrain from provision of whatever performance hereunder prior to its effective date."
9. The annex of this agreement – The budget of the work is an integral part of this agreement.

On behalf of the licensee:

In Madrid on 10/10/2018

[REDACTED]

Chief Editor

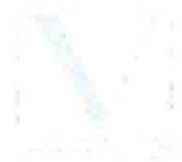
[REDACTED]

On behalf of UP:

In Olomouc on 30.10.2018

[REDACTED]

Prof. PhDr. Zdeněk Pechal, CSc.,
dean of the Faculty of Arts



EDITORIAL VERBUM

Collection: Verbum Ensayo
Format: 195 x 200 mm
Pages: 200 (apprx.)
Print run: 500 copies
Author's copies: 25
Palacký University: 100 copies
Printing date: December 2018
Selling price (no IVA): 11,2 €
Distributor discount: 50 % (5,6 €)

Paper book & electronic book (ebook)

PREPRINTING COSTS

Original reading/lectura y preparación del manuscrito	100
Set up/maquetación	700
Proff reading/lectura de pruebas	400
Cover image/Imagen de cubierta	120
Cover design/Diseño y realización de cubierta	150

PRINTING COSTS

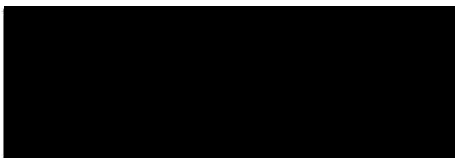
Paper (80 gr)	1440
Cover pasteboard/cartulina de cubierta	75
Interior printing (black)	1150
Cover printing: (4/0 colours – plastic matt – flaps)/Impresión de cubierta (4 colores, plastificado mate, solapas)	225
Binding (soft cover)/encuadernación en rústica	240
Total costs	4600

Minus subsidy (2500) 2100

To be paid by Publisher 2100*

***Publisher expect 2100 € recovery when selling 375 copies x 5,6 €.**

Distribution: Spain national distribution in continental and insular territories.
International: Rest of Europe, United States, Latin America.



Senior Editor
Madrid, September 24th, 2018

Travesía Sierra de Gata, No. 5, La Poveda
Arganda del Rey, Madrid 28500 - España

Tlf. 

<http://editorialverbum.es>