

Publishing Licence Agreement

entered into pursuant to Section 2384 and related provisions of Act No. 89/2012 Coll., the Civil Code

Faculty of Arts, Charles University,

Id. No.: 00216208, Tax Id. No.: CZ00216208,

with its registered office: at nám. Jana Palacha 2, 116 38 Prague 1,

represented by: Ing. Jan Šebek, Faculty Bursar,

person responsible for carrying out this Agreement: ..., department: ..., phone number: ..., email: ...,

journal which the work is primarily intended for: ...,

(hereinafter the "Publisher")

and

...

date of birth: ...,

residing at: ...,

phone number: ..., e-mail: ...,

(hereinafter the "Author")

entered on the present day, month and year into this Publishing Licence Agreement:

I.

General

- 1.1. The Author declares that (s)he is author of the work and is entitled to dispose of the proprietary copyrights to the work entitled „...” consisting of approx. ... standard pages (hereinafter the "Work") with the accompanying pictures and annexes, where applicable, and that no third-party rights or legal regulations will be violated by the use of the Work pursuant to this Agreement.
- 1.2. The Author hereby grants his/her consent with the publication of the Work to the Publisher and provides the Publisher with the non-exclusive licence to reproduce and distribute the Work in any way, including its reproduction and distribution in electronic form, in the Czech language and/or translations into other languages in the territory of the Czech Republic and/or abroad without limitation as to the quantity for the term of the proprietary copyrights under the terms and conditions hereof.
- 1.3. The Author and the Publisher have agreed that the Publisher may carry out editing and linguistic proofreading of the Work and its title; furthermore, the Publisher is entitled to combine the Work with another work and include the Work in a collected work.
- 1.4. During the term of the licence, the Author agrees not to assign the rights to publish the original version of the Work or any other form thereof to a third party.
- 1.5. The Author hereby authorises the Publisher to provide third parties with sublicences to reproduce and distribute the Work.
- 1.6. The Author declares to be fully responsible for securing any and all rights to copyrighted works of third parties, which (s)he suggested to include in the Work, and

fully liable for any possible damage caused to the Publisher or third parties due to failure to secure those rights.

- 1.7. The Author shall be fully responsible for any and all information included in the Work and fully liable for any possible damage caused to the Publisher or third parties due to its incorrectness.
- 1.8. The Author hereby grants his/her consent to the inclusion of his/her name, surname, date of birth, address and contact information (phone number, e-mail) into a computer database maintained by the Publisher, thus the processing and storage of such personal data, solely for the purposes of activities performed by Publisher. The Author agrees that this information may be disclosed to a third party, who will be granted the license or sublicense. The Author declares that he is familiar with the laws on access to information and its protection of Section 12 and Section 21 of Act No. 101/2000 Coll., on the protection of personal data and amending certain laws, as amended. The Author declares that the consent provides for an indefinite period.

II. Publication of the Work

- 2.1. The Author provided the Publisher with a manuscript of the Work upon execution hereof. The Publisher agrees to publish the Work on its own account within 1 year of the date of execution hereof and is entitled to include the Work in a collection with other pieces of work.
- 2.2. The Publisher agrees to allow the Author to make author's corrections within an appropriate deadline before publication of the Work.
- 2.3. The format of the published Work, its paper, inner and outer graphic design including illustrations or its electronic form, as appropriate, are fully within the competence of the Publisher.

III. Licence Fee

- 3.1. The Author and the Publisher have agreed that the licence shall be granted free of charge.

IV. Withdrawal from the Agreement

- 4.1. The Publisher is entitled to withdraw from the Agreement if the Author breaches any of his/her obligations hereunder. This shall in no way prejudice the Publisher's right to indemnification.
- 4.2. The Author may exercise his/her right to withdraw from the Agreement pursuant to Section 2378 *et seq.* of Act No. 89/2012 Coll., the Civil Code.

V.
Joint and Final Provisions

- 5.1. This Agreement shall be governed by the laws of the Czech Republic, especially by Act No. 89/2012 Coll., the Civil Code, and Act No. 121/2000 Coll., on copyright, rights related to copyright and amendment to certain laws (the Copyright Act), as amended.
- 5.2. This Agreement shall come into force and effect on the date of its execution by both Parties.
- 5.3. The Agreement has been executed in 3 counterparts where all counterparts shall be equally valid. The Publisher shall receive two counterparts and the Author shall receive one counterpart. This Agreement may only be amended by written numbered amendments executed by both Parties. Changes in persons responsible for carrying out this Agreement do not require a written amendment to the Agreement. Sufficient is unilateral written information sent to the other Party at the address specified in the header of this Agreement.
- 5.4. All rights and obligations under this Agreement shall pass to the legal successors of the Parties.
- 5.5. Having read the Agreement, the Parties declare that they agree with its content, which constitutes the entire agreement between the Parties, and that it has been drawn up on the basis of true information, their true, free and serious will and in their full awareness. In witness thereof, they affix their respective signatures.

In Prague, on
....., on

In

For the Faculty of Arts of the Charles University
Ing. Jan Šebek, Faculty Bursar

Author
...