

Publishing Agreement

0.9/2019

between

VEDA SAS Publishing House, represented by Dir. Milan Brnak, Slovak Academy of Sciences,
Dúbravská cesta 9, 845 02 Bratislava, Slovak Republic

hereinafter referred to as the "editor"

and

Peter Lang – International Academic Publishers,
Schlüterstraße 42, 10707 Berlin, Germany

hereinafter referred to as the "publisher"

§ 1 Subject of the contract

The subject of this contract is the work submitted by the editor under the working title

Démuth, Rusinova: Cognitive Aesthetics

The work shall be published in the series

Spectrum Slovakia

Probable size of the printed version: **168** print pages / 389.000 characters (incl. spaces)

Format: 17 x 24 cm

Cover: Hardcover

Binding: perfect binding

§ 2 Rights to the work

1. The editor warrants that she/he is entitled to exploit the copyrights to this work. She/he undertakes to obtain confirmation from the authors contributing to the work that they have granted the rights listed in § 2 to her/him. By signing this contract, she/he transfers to the publisher for the duration of the statutory copyright protection period and any extensions thereof any and all exclusive rights of unlimited use and utilisation of his/her work in perpetuity throughout the universe in all media now known or hereafter devised. The scope of this assignment of rights includes the use of the utilisation rights both within the publishing company itself and the assignment of rights (in part or in whole) to third parties against payment or free of charge, and extends to all editions and issues, and all languages, and in particular:

1.1. Printing and publishing rights

a. the right to duplicate and distribute the work in hard cover, paperback, reprint, textbook, book club or other book formats, and the right to include the work or parts thereof in archives and collections of any nature;

b. the right to duplicate and distribute the work in other special editions;

c. the right to advance print or reprint part or all of the work including serialised print in proprietary or third-party periodical (e.g. newspapers, journals) and non-periodical media, even free of charge (e.g. for promotional purposes), and in collections of works by various authors, and to include the work (in part or whole) in anthologies;

d. the right to otherwise duplicate and distribute the work, in part or whole, especially using digital, photo-mechanical or similar processes (e.g. (digital) photocopies, braille);

e. the right to translate the work into other languages and to use such translations within the scope of use defined in this agreement;

f. the right to otherwise (including electronically/digitally) edit and change the layout of the work in all parts, including abbreviations, separations, additions and links to interactive elements, and to further develop the work for the purpose of utilisation within the scope of use defined in this agreement. Changes to the character of the work shall be subject to approval by the authors.

1.2. Electronic rights

a. the right to duplicate and distribute versions of the work, in part or whole, that have been produced with the aid of digital storage and reproduction media, irrespective of the technology, and including any and all digital or interactive systems (e.g. CD-ROM and other forms of electronic publishing that use data media);

b. the right to upload and store the work, in part or whole, in electronic databases, electronic data networks, telephone services, etc. in line with the scope of use as defined in this agreement, and to make it publicly available for reproduction or printout via digital or other storage and transfer technology to a large number of users on demand, e.g. push and pull technology, and/or to broadcast the work, e.g. for reception on a television, computer, mobile phone and/or other mobile appliances (including e-readers, etc.), using any and all transmission technologies (cable, wireless, microwave, satellite) and protocols (GSM, UMTS, etc.), including all e-book formats. Also included is the right to enable users to interactively utilise the work, in part or whole (possibly in connection with other works), within the scope of use defined in this agreement.

1.3. Other rights

a. the right to use the work, for a fee or free of charge and within the scope of use defined in this agreement, for purposes of promoting (including on the internet) the publisher and/or third parties, including their products, and the right to upload the work in proprietary or third-party (e.g. Amazon or Google) databases and to make it available, in part or whole, in the public domain;

- b. the rights to types of utilisation that are yet unknown at the time of signing this agreement;
- c. any and all other rights exercised by copyright associations (e.g. VG Wort) pursuant to their articles of association, contract of assignment and distribution plan to the extent that a transfer of these rights is legally permissible and compliant with the appropriate provisions. Moreover, the editor shall assign his/her legal claims to remuneration pursuant to Sections 44a et seqq German Copyright Law (UrhG) to the publisher if and to the extent that the publisher asserts such claims through a copyright association that represents the rights of both publishers and authors (Section 63a sentence 2 UrhG). The publisher hereby accepts the assignments. The aforementioned is without prejudice to the editor's own rights to remuneration from VG Wort pursuant to the articles of association, contract of assignment and distribution plan.
2. The publisher may transfer the rights assigned under this agreement either in part or in whole to third parties without the prior consent of the editor or authors. The publisher is at liberty to decide whether or not to grant licences (and to determine the type and scope, terms and conditions, etc., of the same) to third parties, including affiliates of the publisher.
3. The publisher's right to assign utilisation rights to third parties shall lapse upon expiry of this contract. The aforementioned is without prejudice to the validity of existing licensing agreements.
4. The publisher undertakes to duplicate and distribute one edition of the work but is under no obligation to exercise any of the other rights assigned under this agreement.
5. In the event that the publisher does not exercise certain rights, the editor is entitled to revoke these rights even in part after a period of five years.

§ 3 Warranty

1. The editor warrants that the copyrights of third parties are not infringed by the work nor by any third-party images or copy, that she/he is solely entitled to utilise the rights that form the subject of this agreement, without restriction, and that she/he has not and will not utilise the rights in any form that would constitute a breach of this agreement.
2. The editor undertakes to notify the publisher in writing of any content in the work that may potentially infringe the personal or other rights of any third parties.
3. In respect of §§ 3.1 and 3.2, the editor shall exempt the publisher in full from any and all claims asserted by third parties, including any and all costs of legal defence and/or legal action. This shall apply equally if and to the extent that the editor shall be liable for any defects in the work.

§ 4 Data and manuscript

1. The editor shall provide the publisher with the data of the work as agreed (cf. §6). The following submission date is agreed:
until 30.9.2019
2. If necessary, submission may be postponed up to two times with the consent of the publisher. The release date must be rescheduled in the event of failure to adhere to the original submission date.
3. Manuscripts may be submitted
- by uploading them to the Peter Lang website following registration in the author's account, or
 - on data medium (CD, DVD, USB flash drive)
4. The editor shall retain a digital back-up copy of the manuscript. Given the existence of such a back-up copy, any claims for compensation in the event of manuscript loss shall be excluded.
5. Unless otherwise agreed, the manuscript (including all other print templates) shall become the property of the publisher upon submission.

§ 5 Publication subsidy / Royalties

1. The production of the work will be carried out at the expense of the editor. The publisher shall submit an offer outlining the terms and conditions of publication to the editor. The offer dated **05.03.2019** and any amendments or additions agreed in writing between the editor and the publisher shall form an integral part of this agreement.
- 2. The world-wide marketing (except Slovakia) and distribution will be organized by Peter Lang Publishing. Therefore Peter Lang receives EUR 500.- (excl. VAT) from Veda.**
3. Any royalties accruing for utilisation of the assigned rights other than by the publisher (excerpts published in other books or journals, licenses, broadcasting rights, etc.) shall be divided equally between the editor and the publisher.

§ 6 Production

1. The editor is formatting the work. Peter Lang will produce a discretionary number of copies (both in print and as ebooks) from the print file supplied by VEDA for international sale, and VEDA will print an equally discretionary number of copies to be distributed in the territory of the Slovak Republic only. Peter Lang's production of the work will not be carried out at the expense of the editor Veda. Before production, the editor shall upload the files with the final, orthographically correct content to the author's account on the publisher's website or provide the data on a data medium (cf. § 4.3). He/she submits proofs of the cover, the preliminaries, the manuscript, and promotional texts for inspection and correction to Peter Lang who gives the printing approval. The work shall not go to press without the publisher's consent. In case VEDA is interested Peter Lang will sell to VEDA after mutual agreement a certain number of copies for cost price and shipping.
2. The layout and the quality of all text and illustrations must meet the generally accepted standards of the graphical industry. The publisher is entitled to reject a copy submitted if no satisfactory production quality may be expected.
3. The publisher and the editor will be headed on the front cover, preliminaries and in the publishing information.

§ 7 Number of copies

1. The publisher is entitled to issue review and specimen copies, and copies for promotional purposes, without furnishing individual proof of the same to the editor.
 2. Subject to commercial feasibility, the editor and publisher may agree to publish a revised, corrected, enhanced or expanded subsequent edition once the copies for sale have been sold out.
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§ 8 Marketing and promotion

1. The editor is aware that marketing and promotion are executed by Peter Lang AG, Berne, Switzerland.
 2. The publisher determines and schedules the necessary promotional measures. The publisher shall ensure global promotion and registration in the key bibliographic databases and other databases, and shall attempt to secure discussions in scientific journals.
 3. The editor shall support the promotional efforts of the publisher by providing a synopsis for promotional purposes, a brief description of the content and an abbreviated academic curriculum vitae in open file format (and in PDF format if using non-Latin script). The publisher shall furnish the editor with additional information in this respect once the publishing agreement has been finalised.
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§ 9 Distribution

1. The publisher shall use its best judgement to determine the retail price and the sales channels to be used. The editor is aware that distribution is performed by Peter Lang AG, Berne, Switzerland. The publisher reserves the right to amend retail prices.
 2. For projects published in editor supervised series, the series editor is entitled to obtain information about sales and turnover of the publication.
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§ 10 Special and bargain sales

If, according to the publisher's best judgement, no further sales of any mentionable quantities of the current print run are likely (generally after five years), he shall be entitled to lower the retail price in an attempt to sell off the remaining copies.

§ 11 Final provisions

1. Any additions or amendments to this agreement shall only be valid if confirmed in writing. This clause shall apply equally to any waiver of the written form.
2. The "Terms and conditions of publication of Peter Lang GmbH" that accompanied the offer form an integral part of this agreement.
3. No subsidiary agreement has been made.
4. In the event that individual provisions of this agreement shall be or become ineffective, this shall not affect the validity of the remaining clauses. The parties shall replace the invalid provision with an effective clause that most closely resembles the actual, commercial and legal purpose of the invalid provision. The same procedure shall apply in the event that the agreement shall prove to contain omissions.
5. The parties agree that the registered office of the publisher (Berlin) shall be the place of performance and – to the extent legally permitted – the court of jurisdiction for any and all disputes arising from or in connection with this agreement.
6. This contract is subject to the laws of the Federal Republic of Germany.
7. The editor shall ensure that she/he can be reached by the publisher at any time. She/he warrants, in particular, that the publisher is in possession of his/her correct address. The editor expressly releases the publisher from any obligation to research his/her current address at VG Wort.

Baltj/aw, 15.4.2019
Place, Date

Editor's Signature

Berlin, 04.04.2019

Publisher's Signature