

## Editor Contract

entered into by and between

**Peter Lang Group AG, Avenue du Théâtre 7, 1005 Lausanne**

- hereinafter referred to as the **Publisher** -

and

**VEDA SAS Publishing House, represented by Director Dr. Milan Brňák, Slovak Academy of Sciences, Dúbravská cesta 5820/9, 841 04 Bratislava, Slovak Republic**

**VEDA SAS Publishing House, Editor-in-chief Dr. Pavol Kršák, Slovak Academy of Sciences, Dúbravská cesta 5820/9, 841 04 Bratislava, Slovak Republic**

- hereinafter referred to as the **Editor** (in the case of multiple editors the term "Editor" is used collectively) -

- the Publisher and Editor are hereinafter referred to collectively as the **Parties** and each as a **Party** -

In consideration of the mutual promises hereinafter set forth, the Parties enter into the following publishing agreement (hereinafter the **Contract**):

### 1. Subject of the Contract

1.1 The subject of the Contract is a work written/edited by the Editor in the **English language** with the working title

**Cognitive, Semantic and Evolutionary Aspects of Aesthetic and Moral Emotions (edited by Prof. Dr. Andrej Démuth)**

(hereinafter the **Work**).

In the event either the Publisher or the Editor wishes to retitle the Work after this Contract is signed, the new title shall be selected in mutual agreement by the Parties.

1.2 The Work shall appear in the series: **Spectrum Slovakia**.

### 2. The Grant of Rights to the Work

2.1 By signing this Contract, the Editor, as the sole owner of all rights to the Work, grants and assigns exclusively to the Publisher for the duration of the statutory copyright and all renewals and extensions thereof, any and all sole and exclusive rights of unlimited use, utilization and exploitation of the Work in all known and unknown forms of use, unrestricted as to territory and content, under the present or future laws of all countries throughout the world and all international copyright conventions. The scope of this grant and assignment of rights (in part or in whole) includes the use of the utilization rights both within the Publisher and its affiliated companies as well as 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, in all languages, and includes, in particular, the grant and assignment of the following rights:

#### 2.1.1 Printing and publishing rights

- (a) The rights to duplicate and distribute the Work in all media formats (e.g., hardcover, paperback, reprint, school, book club and other book editions) and the right to include the Work or parts thereof in archives and collections of any nature;
- (b) The rights to duplicate and distribute the Work in special editions;
- (c) The rights to advance print or reprint part or all of the Work including serialized 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 Editors, and to include the Work (in part or whole) in anthologies;
- (d) The rights 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 rights to translate the Work into other languages and to use such translations within the scope of use defined in this Contract;
- (f) The rights 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 utilization within the scope of use defined in this Contract. Changes to the character of the Work shall be subject to approval by the Editor.

#### 2.1.2 Electronic rights

- (a) The rights 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., e-books and other forms of electronic publishing that use data media);
- (b) The rights 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 Contract, 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 utilize the Work, in part or whole (possibly in connection with other works), within the scope of use defined in this Contract.

#### 2.1.3 Other rights

- (a) The rights to use the Work, for a fee or free of charge and within the scope of use defined in this Contract, 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 utilizations that are yet unknown at the time of signing this Contract;
- (c) Any and all other rights exercised by copyright associations 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. The Editor authorizes the Publisher to register the copyright in the Work and/or any revision or other edition thereof throughout the world in the name of the Publisher. The Editor will co-operate with the Publisher in enabling such license to be granted. The Publisher shall have the right to renew such copyrights if the Publisher deems it advisable.

2.2 The Publisher is entitled to transfer and/or sub-license the rights granted and assigned under this Contract either in part or in whole to third parties (including affiliates of the Publisher) without the consent of the Editor. The decision to grant licenses (type and scope, conditions, etc.) to third parties is at the discretion of the Publisher. This is needed for example for Subsidiary Rights as described in paragraph Subsidiary Rights. The Publisher's right to assign utilization rights to third parties shall lapse upon the expiry of this Contract. The aforementioned is without prejudice to the validity of existing licensing agreements.

2.3 For the purposes of use in electronic forms, the Publisher may adjust the Work to the respective form of use and include links (e.g., frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other works provided in the Work.

2.4 The Publisher is entitled, but not obliged, to take, either in its own name or in that of the Editor, any necessary steps to protect the rights granted under this Contract against infringement by third parties. It will have a copyright notice inserted into all editions of the Work.

2.5 The Publisher is obliged to produce and distribute an edition of the Work, but not to exploit/exercise any other rights granted by this Contract.

### 3. Permissions, Warranties, and Indemnifications

3.1 Permissions. If the Editor incorporates in the Work any illustrative or other materials protected by copyrights or other third party rights, including that of previously published material created by the Editor, they shall procure, at their own expense, written permission to use the illustrations or other materials protected by copyrights or other third party rights in all editions of the Work and for all uses of the Work covered by this Contract and warrants that such permission has been lawfully given by the rightful owner.

3.2 Warranties. The Editor represents and warrants, at the date of signing and throughout the duration of this Contract,

- (a) that they are the sole author and sole proprietor of all rights in and to the Work, or have obtained permission from the rights holders of all rights in and to the Work, and of the rights granted hereunder and that they have full power to enter into this Contract;
- (b) that said rights are not subject to any prior agreement, lien, or other claim or right which may interfere with the rights herein granted;
- (c) that the Work is original and has not heretofore been published and is not in the public domain;

- (d) that the Work does not contain anything unlawful, libelous, or a violation of any right of privacy;
- (e) that the Work does not infringe upon or otherwise violate or injure any statutory or common-law copyright belonging to any other person or party;
- (f) that nothing in the Work infringes any duty of confidentiality which the Editor may owe to anyone else or violates any contract, express or implied, of the Editor;
- (g) and that the Work does not infringe upon or otherwise violate or injure any rights whatsoever of any person, firm, or corporation, or violate any applicable law or regulation by any government or subdivision thereof.

These warranties and representations shall apply to any revisions and subsequent editions of the Work.

- 3.3 Indemnification. The Editor or their legal representative shall indemnify and hold harmless the Publisher and those to whom the Publisher may license or grant rights hereunder and any seller of the Work against any and all losses, damages, liability, and expenses, including attorney's fees, that the Publisher may incur in the event any suit, claim, demand, action or proceeding is asserted or instituted against the Work, the Publisher, a licensee or grantee of the Publisher or any seller of the Work by any person, firm, or corporation asserting the breach or alleged breach of any of the foregoing warranties or by any government or subdivision or official thereof asserting the violation of any law, statute, ordinance, rule or regulation.
- 3.4 In the event, any suit, claim, demand, action, or proceeding is asserted or instituted within the sense of Clause 3.3.
  - (a) the Publisher shall have the right but not the obligation to defend such suit, claim, actions or proceeding and select counsel;
  - (b) upon the notification of the Editor through the Publisher they shall fully cooperate in the defense;
  - (c) the Publisher may withhold payments of any and all royalties or other amounts that might otherwise be due to the Editor under this or any other agreement between the parties until such time as the demand or proceeding is settled, withdrawn or finally resolved; and
  - (d) the Publisher shall have the right to suspend or cease distribution of the Work.

In the event the Publisher chooses not to defend the suit, claim, demand, action or proceeding and suspends or ceases distribution of the Work, the Editor shall have the right to terminate this Contract by written notice to the Publisher.

- 3.5 The Editor's warranties and indemnifications under this clause shall survive the termination of this Contract.
- 3.6 The Publisher shall have the right to enforce any and all copyrights and other rights in the Work and if the copyright or any other right in the Work is infringed or violated, the Publisher may take such legal action, in the Editor's name, if necessary, as may be required to restrain such infringement and to seek damages therefor. The Editor agrees and undertakes to provide to the Publisher (at its request) all reasonable assistance with any proceedings, which may be brought by or against the Publisher against or by any third party relating to the rights assigned by this agreement. The expenses and proceeds of such enforcement or prosecution by the Publisher shall be paid by the Publisher. Any profits or damages which may be received in respect of such legal action shall belong to the Publisher. The Publisher shall not be liable to the Editor for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Editor may do so in their own name and at their own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between the Editor and the Publisher. If the Party bringing the action shall not hold the record copyrights to the Work, the other Party shall permit the action to be brought in their name and shall execute all instruments necessary or convenient therefore and shall appoint the suing Party its attorney in fact.

## 4. Manuscript and Publication

- 4.1 On 21.06.2024 (hereinafter **Submission Date**) the Editor delivered to the Publisher a copy of the final version of the Work (hereinafter **Manuscript**), including all required elements (e.g., index, illustrations) according to the specifications outlined by the Publisher.
- 4.2 If the Editor does not submit the Work in the agreed-upon format by the above date, the Editor must ask the Publisher for an extension. The Publisher shall grant a reasonable respite. If the Editor does not submit the Work by the agreed original or new date, or if the Publisher considers the manuscript being unsatisfactory or unacceptable, the Publisher shall grant the Editor an additional respite of sixty (60) days. Upon the expiration of the extension, the Publisher may terminate this Contract by giving written notice. In the event the Contract is terminated, the Publisher shall not be obligated to return to the Editor any monies paid to the Publisher.
- 4.3 The Editor further agrees to supply promptly, at their own expense, an index and all other material mutually agreed upon as necessary to the completion of the manuscript.
- 4.4 The Editor shall retain a duplicate copy of the manuscript and all required elements, which are delivered to the Publisher. Given the existence of such a backup copy, any claims for compensation in the event of manuscript loss shall be excluded.
- 4.5 Unless otherwise agreed, the manuscript (including all other print templates) shall become the property of the Publisher upon submission.

- 4.6 If the Publisher considers the manuscript being unsatisfactory or unacceptable with respect to its publishing standards, the Editor shall make revisions as requested by the Publisher.
- 4.7 The final manuscript shall be subject to approval by the Publisher and, if the Work is to appear in a series, by the series editor
- 4.8 It is understood and agreed that no duty shall devolve upon the Publisher under this Contract until such time as the manuscript has been completed and edited to the satisfaction of the Publisher. In no event shall the Publisher be obligated to publish a Work which in the unfettered discretion of the Publisher may lead to legal liability.

## 5. Proofs

- 5.1 The technical quality and accuracy of the Manuscript delivered by the Editor pursuant to Clause 4 shall conform to the Submission Guidelines supplied by the Publisher.
- 5.2 The Publisher may perform improvements and positioning adjustments to the Manuscript submitted by the Editor without prior notification of the latter provided the content of the text is not altered in the process.
- 5.3 Following the typesetting of the Manuscript, the Editor undertakes to read and correct proofs of the Manuscript (including the index) and clearly mark the corrections in the format specified by the Publisher. The procedure and schedule for the proofs will be determined by the Publisher as part of the publication process.
- 5.4 The Editor acknowledges and agrees that any additional assistance or other services by the Publisher beyond its publishing standards (for example in the event of any additional rounds of proofs or if the printed Work contains excessive errors caused by the Editor and the Publisher is required to reprint copies or insert errata sheets) may be charged to the Editor. The Editor will be notified in case such services would become necessary.
- 5.5 If the Publisher requests from the Editor corrections or revisions after the initial publication, the Editor agrees to deliver such material by a date which shall be agreed upon by the Parties.

## 6. Layout

- 6.1 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 server via a direct link provided by the publisher or provide the data on a data medium. 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.
- 6.2 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.
- 6.3 The publisher and the editor will be headed on the front cover, preliminaries and the publishing information.

## 7. Production and Funding

- 7.1 The Publisher will publish the Work Print-on-Demand (POD) and in electronic form for sales, review and publicity, and all other purposes, if not agreed otherwise.
- 7.2 The Work shall be produced in the name of and on the account of the Publisher.
- 7.3 The Editor shall contribute directly or through external funding, e.g., through their research institute or other academic funding, to the cost of the publication. The **publication subsidy** and its payment conditions are defined in the publication offer (hereinafter **Publication Offer**) which forms an integral part of this Contract. Any tax that might be arising additionally to the subsidy (e.g., VAT or withholding tax) is to be paid by the Editor or funding institution.
- 7.4 By paying the subsidy, the Editor or their research/subsidy institution do not obtain any right of title to the printed edition.
- 7.5 The Editor shall not be required to pay any further publication subsidies for additional print copies or reprints.

## 8. Marketing and Promotion

- 8.1 The Publisher determines and schedules the necessary promotional activities. The Publisher shall, according to its publishing standards, endeavor to promote and register the Work worldwide in the key bibliographic databases and other databases and shall attempt to promote the Work in the relevant media.
- 8.2 The Publisher may publish or permit others to publish or broadcast, free of charge, such selections from the Work that seem appropriate to benefit its sale.

- 8.3 The Publisher and any licensees or assignees of the Publisher shall have the right in connection with the exercise of the Publisher's rights under this Contract to use the name, image, likeness, and biography of the Editor in advertising, marketing, and publicity.
- 8.4 The Editor shall assist the Publisher in promoting the Work, inter alia by providing a synopsis for promotional purposes, a brief description of the content and an abbreviated academic curriculum vitae in open file format t (and in PDF format if using non-Latin script).

## **9. Sales and Distribution**

- 9.1 The Publisher shall use its best judgement, in accordance with all applicable statutory provisions, to determine the retail prices and the sales channels to be used. The Publisher reserves the right to amend retail prices to the extent permitted by law. The Publisher shall be entitled to sell off any remaining print edition and/or to maculate the remaining print edition in whole or in part or to no longer make the Work available for online use if sales or online use have become so low that further distribution in the previous manner is no longer worthwhile from the Publisher's point of view.
- 9.2 The Publisher is entitled to produce and distribute additional copies, e.g., for the purpose of issuing review and specimen copies, and copies for promotional purposes. The Publisher will not have to account for the use of such copies.
- 9.3 The Work shall be considered available for as long as the Publisher makes it available in any printed or electronic form.

## **10. Subsidiary Rights**

- 10.1 The Publisher shall have the exclusive right to all subsidiary rights to the Work now existing or hereafter invented or created. The Publisher alone may make arrangements with respect to these rights both on its own behalf and on behalf of the Editor. The net receipts from the sale or other disposition of the following subsidiary rights shall be divided with sixty (60) percent to the Publisher and forty (40) percent to the Editor or, if such sale or disposition has been initiated by the Editor, with forty (40) percent to the Publisher and sixty (60) percent to the Author. Subsidiary rights could be granted by the Publisher for:
- (a) special editions distributed by a book club
  - (b) paperback and hardcover reprints by other publishers
  - (c) trade editions for bookstore distribution
  - (d) foreign language translation
  - (e) first serial (publication of parts of the Work before publication)
  - (f) second serial (publication of parts of the Work after publication) (including but not limited to anthologies, selections, abridgements and adaptations)
  - (g) micro-reproduction (including but not limited to motion picture, film, television, broadcasting and recording)
  - (h) performing rights (including but not limited to motion picture, film, television, broadcasting and recording)
  - (i) audio and video reproduction
  - (j) large type editions
  - (k) computer software
  - (l) any other cases not mentioned above
- 10.2 The Publisher shall have the exclusive right to authorize without payment and with no royalty to the Editor the publication of the Work in Braille, and the photographing, recording, and microfilming of the Work for use by the physically handicapped. Any compensation which the Publisher receives for these uses shall be divided with sixty (60) percent to the Publisher and forty (40) percent to the Editor.
- 10.3 During the time that the Work remains available in any printed or electronic form, the Publisher shall continue to control all rights to its version of the Work, including all electronic rights and partial content rights.

## **11. Competing Works and Revised Editions**

- 11.1 Competing Works. The Editor agrees that while this Contract is in effect they will not, without the prior written consent of the Publisher, publish or permit to be published by anyone other than the Publisher, any Work that may compete, interfere with, or injure the sale of the Work which is the subject of this Contract.
- 11.2 Revised Editions. The Publisher, after consultation with the Editor, shall have the sole discretion to decide that a revision of the Work is desirable. At the Publisher's request, the Editor agrees to deliver a final copy for a revised edition satisfactory to the Publisher in content and form by a date which shall be mutually agreed upon by the Parties. If the Editor is unable or unwilling to undertake the revision or is deceased, the Publisher may arrange for the preparation of

a revised edition. The compensation paid to the reviser(s) shall be charged against any sums accruing to the Editor on the sale of the revised edition.

- 11.3 The Publisher shall have the sole discretion to use the name of the Editor and if applicable the reviser(s) on any revised edition of the Work.

## 12. General Provisions

- 12.1 Plurality of Editor. Each individual who is a party to this Contract on the part of the Editor is jointly and severally liable for any rights and obligations of the Editor arising from this Contract. They shall appoint a representative, who shall be authorized by the Editors to deal with any matters in connection with this Contract vis-a-vis the Publisher and, in particular, to issue any statements on behalf of the Editors and receive any payments.
- 12.2 Termination. Unless otherwise specified in this Contract, either Party may only terminate this Contract by written notice if the other Party is in material breach of its obligations under this Contract and has failed to remedy such breach within one (1) month of the first Party's notice of default. Any termination of this Contract, howsoever caused, shall not affect: (a) any rights granted by the Editor to the Publisher; (b) any subsisting rights of any third party under any license or sub-license validly granted by the Publisher prior to the termination and the Publisher shall be entitled to retain its share of any sum payable by any third party under any such license or sub-license; (c) any monies paid prior to the termination; or (d) any claim which either Party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination.
- 12.3 On termination of this Contract in accordance with its terms, all rights and obligations of the Publisher and the Editor under this Contract will cease immediately, except that any terms of this Contract that expressly or by implication survive termination of this Contract shall remain in full force and effect. On termination of this Contract by the Publisher for any reason, the Publisher shall not be liable for any payment in respect to the Work not delivered at the date of termination.
- 12.4 Force Majeure. The Publisher shall not be in breach of this Contract if it is prevented from carrying out any of its obligations because of circumstances beyond its control in which case the time permitted for the Publisher to fulfil those obligations shall be extended by the length of those circumstances or that delay.
- 12.5 The Editor will not, without the prior written consent of the Publisher, disclose the terms of this Contract to any third party, except to the Editor's respective professional/legal advisors or as required by a court, regulatory body or other authority of competent jurisdiction.
- 12.6 Nothing contained in this Contract shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between the Publisher and the Editor.
- 12.7 Entire Agreement. This Contract and its annexes represent the entire understanding between the Parties and may not be modified, altered, waived, amended, or changed except by a written agreement signed by the Parties.
- 12.8 In the event that individual provisions of this Contract 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 Contract shall prove to contain omissions.
- 12.9 Assignment. The Publisher shall have the right to assign this Contract and/or any rights or obligations arising therefrom to its affiliated companies without the consent of the Editor. The Publisher may not assign this Contract to a third party (e.g., another publisher) without the prior consent of the Editor. The Editor may not assign this Contract to a third party without the prior written consent of the Publisher.
- 12.10 Notices. All notices sent by the Editor and the Publisher shall be in writing and shall be sent either by email, or regular, registered, certified mail (return receipt requested). All email notices shall be deemed served upon confirmed transmission and all mailed notices three (3) days after mailing.
- 12.11 Change of Address: The Editor shall give the Publisher written notice of a change of the address to which royalty statements and payments and other notices to be given under this Contract shall be sent. If the Editor does not send such notice, the Publisher shall not be liable if royalty statements, and payments or notices are delayed or do not reach the Editor.
- 12.12 Applicable law. This Contract shall be governed by and interpreted in accordance with the substantive laws of the Federal Republic of Germany regardless of the place of its execution, excluding its conflict of law provisions. The court of jurisdiction for any and all disputes arising from or in connection with this Contract is the Publisher's (or its subsidiaries, Peter Lang GmbH, Berlin) place of business in Germany, unless otherwise determined by a court of law.
- 12.13 In case of doubt the **English version** of this Contract shall be binding.

In acknowledgment of the above and the annexes below, the parties have signed this Agreement.

EDITOR:

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Dir. Milan Brňák (Jun 24, 2024, 8:34am)

**Dr. Milan Brňák**

PUBLISHER:

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Anja Lee (Jun 24, 2024, 8:39am)

Anja Lee

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Dr. Pavol Krsák (Jun 24, 2024, 8:31am)

**Dr. Pavol Kršák**

Peter Lang Group AG:

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Peter Lang Group AG (Jun 24, 2024, 12:09pm)

Barbara Aerne

Annexes:

- Publication Offer dated 20.06.2024.
- Privacy policy (Information for Authors, Contributors and Editors in accordance with GDPR Art. 13)



**Issuer** Peter Lang Group AG

**Document generated** Fri, 21st Jun 2024 9:43:20 UTC

**Document fingerprint** 23dda91adf018eee58f178c24eb9fdca

**Parties involved with this document**

Document processed	Party + Fingerprint
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