



University of Economics Prague, Faculty of management, Company ID 61 38 43 99, Tax ID CZ 61384399, represented by Ing. Jiří Přibil, Ph.D., Vice-Dean for External Relations, employee deputed with performance hereunder: Mgr. Klára Šimůnková, *Acta Oeconomica Pragensia* Editor in chief being the one Party

(hereinafter, the **Publisher**)

and

Mr/Mrs

Born

resident at

being the other Party

(hereinafter, the **Author**)

have concluded, pursuant to Sections 2358 et seq., notably Sections 2354 et seq., of Act No. 89/2012 Coll., the Civil Code, the present

Publisher Licensing Agreement No.

I.

Subject Matter and Purpose of Agreement

/1/ The Author has made an original work:

entitled:

in the extent of standard pages of manuscript

co-author(s):

(hereinafter, the **Work**).

/2/ Under terms and conditions stipulated below, the Author grants the Publisher the exclusive authority to exercise the right to use the Work in one or more ways:

- a) reproduce the Work;
- b) disseminate the Work;
- c) share the Work with the public at the domain <http://www.vse.cz>;
- d) include the Work in a collection or database;
- e) combine the Work with other authors' works;
- f) translate the Work into one or more languages and grant permission for translation;
- g) grant authorisation hereunder fully or partly to a third party by means of a sublicense pursuant to Art. IV, Para. 3 below;
- h) make use of the Work in collaboration with a third party (co-publishing);
- i) identify the Work, in a place as is customary, with the Publisher's copyright reservation concerning the Work as follows: © University of Economics, Prague, year of first publication of the Work;

(hereinafter, the **Licence**).

/3/ The Author declares that the copyright granted to the Publisher hereby belongs to the Author without any limitation, that the Author does not have any commitments that would preclude the granting of the Licence to the Publisher as done by the Author hereby, and that the Author is liable to the Publisher for any damage incurred by this declaration not being true.

The Author is liable to the Publisher for the content of the Work both factually and legally; at the same time, the Author declares that the content of the Work does not prejudice the right to personal protection and other rights of third parties, and that the Author is liable to the Publisher for any damage that may be incurred for this reason.

/4/ The Publisher and the Author agree that the **Licence is granted free of charge**. The Publisher shall give the Author 1 authorial copy of the journal free of charge. The Publisher is not obliged to make use of the Licence granted hereunder.

II.

Delivery of Work

- /1/ Prior to signing this Agreement, the Work has been submitted to the Publisher in the electronic form via electronic mail and in the printed/documentary form/in a dated signed PDF file.
- /2/ Upon signing this Agreement, the delivered copies of the Work manuscript in the physical form become the Publisher's property. The Author declares that the submitted or electronically mailed copy of the Work manuscript is not the Author's only copy and that the Author has kept one copy of the Work manuscript.
- /3/ Unless expressly agreed otherwise herein, the rights and duties of the Parties arising from arrangements made herein shall be governed by provisions of Sections 2358 et seq. (notably Sections 2384–2386) of the Civil Code and by the Copyright Act as applicable with respect to the nature of the Work.

III.

Editorial, Printing and Other Processing

- /1/ The Publisher is authorised to do the editorial and graphic, as well as typographic, processing of the Work manuscript and its cover.
- /2/ The Author has the right to do **authorial proofreading** pursuant to Section 2385 of the Civil Code. The Author is required to do this proofreading by the deadline set by the Publisher. If the Author fails to meet the deadline, the Publisher is authorised to publish the Work without authorial proofreading.
- /3/ The Author agrees that the Publisher may, in its discretion, combine the Work with graphic works (illustrations, photographs, cover, etc.) and literary works (foreword, epilogue, etc.), as well as texts and images (or audio-visual works) of an advertising nature or other information, and use the Work in that way.

The Author agrees that the Publisher may specify the final title of the Work when its use is other than unchanged, pursuant to Section 2375, Para. 2, of the Civil Code.
- /4/ The format of the journal, the paper, the binding for book editions, and internal and external graphic design of all media for other methods of publication, and any other requisites shall be decided by the Publisher, who may reflect the Author's suggestions depending on the Publisher's capacities.

IV.

Licence restrictions

- /1/ The Licence is granted as exclusive, for a period of **2 years** from the day of signing of this Agreement; the Author agrees to keep the Work in the archives of the Publisher's web site.
- /2/ For the period for which the Author grants the Licence to the Publisher, the Author shall refrain from granting the Licence to third parties, and shall refrain from exercising the Author's right to use the Work in ways for which the Author has granted the Publisher the Licence; this also applies to reproducing and disseminating the Work in a periodical publication, as a collected publication of the Author's works or inclusion of the Work in an anthology, if the nature of the Work permits such uses, as well as sharing the Work with the public at <http://www.vse.cz> or another domain.
- /3/ The Author expressly agrees that the Publisher may grant the authorisations comprising the Licence partly or fully to a third party without the Author's further separate permission for such specific use of the Work (hereinafter, the **Sublicence**).
- /4/ The Author expressly agrees that the Publisher may use the authorisations comprising the Licence in collaboration with third parties (**co-publishing**); such collaboration does not qualify as sublicensing, but is rather considered a separate use of the licensing authorisation by the Publisher under the Licence granted.

On the Work or in connection with it, the co-publisher may make, in a place as is customary, its copyright reservation either separately or together with the Publisher's copyright reservation for the Work, as is specified in Art. I, Para. 2, item (i) above.

- /5/ The Licence is granted for all ways of use agreed in Art. I, Para. 2, above for the entire world.

- /6/ The extent of ways of use for which the Licence is granted pursuant to Art. I, Para. 2, above is defined by agreement of the Parties as follows:
- a) **Work dissemination** refers to making the Work available to the public by means of its reproductions made in compliance with the Licence granted for reproduction, on the free market, in both the printed and electronic form (CD, DVD).
 - b) **Sharing the Work with the public** in the form of the electronic version at <http://www.vse.cz>.
 - c) **Inclusion of the Work in a collection or electronic database** refers notably to provision of the file for global indexed databases.
- /7/ The Publisher pledges to include the Publisher's copyright reservation for the Work in all the Work reproductions, if customary and unless the co-publisher reserves separate identification with its own copyright reservation pursuant to Art. IV, Para. 4, in a place as customary as follows: © **University of Economics Prague, year of first publication of the Work.**

**V.
Other Provisions**

- /1/ Should any provision(s) of this Agreement be or become invalid or ineffective, it shall not affect the other provisions hereof, which shall remain valid and effective. In such a case, the Parties pledge to replace, in a new Agreement, the invalid/ineffective provision(s) with new valid/effective provision(s) that will best match the originally intended purpose of the invalid/ineffective provision(s). Until that time, applicable definitions from generally binding legal regulations of the Czech Republic shall apply.
- /2/ The governing law for relationships arising here from is the law of the Czech Republic, ruling out colliding regulations.

**VI.
Final Provisions**

- /1/ Legal relationships established hereby shall be governed by applicable provisions of the Civil Code and the Copyright Act, unless expressly agreed otherwise.
- /2/ This Agreement comes into force and effect on the day of being signed by both the Parties; any amendments and additions hereto are only valid if agreed in writing.
- /3/ The Parties expressly stipulate that the rights and duties hereunder shall be transferred to the legal successors of both the Parties.
- /4/ This Agreement is made in two counterparts, each with the validity of an original, of which the Author and the Publisher each receive one.
- /5/ The Parties declare that they have read the Agreement carefully and that they agree with its content and that it is not made under duress or otherwise unilaterally disadvantageous conditions.

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Jindřichův Hradec, date

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Place, date

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Ing. Jiří Přibil, Ph.D.
Vice-Dean for External Relations

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Author