



## Licence agreement

### I INTRODUCTORY PROVISIONS

1. Whereas the Publisher, besides some other activities, publishes a journal titled **Historická demografie/Historical Demography** (hereinafter referred to as the '**Journal**'), and,
2. Whereas the Author is interested in publishing works authored by him in the Journal, he made his/her work available to the Publisher (hereinafter referred to as the '**Work**').

### II UTILIZATION OF THE WORK

1. The Author hereby grants the Publisher a permission to exercise the right to utilize the Work (licence) for all kinds of uses without any limitations. The Publisher is therefore entitled to exploit the Work especially in the following manner:

a) to publish it, i.e. to disseminate it within the meaning of provisions under § 14 of the Copyright Act (also repeatedly) in the Journal or in some other periodicals or non-periodical publications, without any limitations to the volume (circulation), and also to reproduce it within the meaning of provisions under § 13 of the Copyright Act without any limitations to the scope for the purpose of such publishing activity (dissemination);

b) to rent, lend and also exhibit it within the meaning of provisions under § 15 to § 17 of the Copyright Act;

c) to communicate it to the public in an immaterial form within the meaning of provisions under § 18 et seqq of the Copyright Act, inclusive of making the Work available in such a way that anybody may access it at the time and place of his/her own choice (provisions of § 18 Par. 2 of the Copyright Act), and also to reproduce the Work for the said purpose at an unlimited extent;

d) when using the Work according to provisions in (a) to (c) herein, to also use the Work for non-commercial and commercial (i.e. performed for profit or not-for-profit) publicity or some other promotional activity of himself and results of his activities (especially of the Journal); and such utilization according to (a) to (c) herein for publicity or promotional activities will be interpreted as including the publication of the Work in the Journal or some other utilization of the Work;

e) when using the Work according to provisions in (a) to (d) herein, to use the entire Work or its part, in conjunction with other copyrighted works and also texts, images, photographs or sounds that are not copyrighted, by placing it to a database or some other set of copyrighted or uncopyrighted works; for that purpose the Publisher is entitled to combine the Work with other copyrighted works and also with texts, images, photographs or sound that are not copyrighted, to put it to a database or some other set of copyrighted or uncopyrighted works.

2. The right to utilize the Work as per Paragraph 1 is being granted:

- a) as a **non-exclusive right**, which means that the Author retains the right to use the Work himself, and also to grant the right to utilize it to a third party,
  - b) for the duration of the property rights subject to the copyright to the Work,
  - c) for the entire world,
  - d) together with the right to grant it to third parties, either by granting them a sub-licence or by assigning the licence to them, with the right of further transfers using either method.
3. It is the Publisher's obligation to always acknowledge the Author by listing his/her name whenever he uses the Work, and he may use the Work without acknowledging the Author only if it is customary in that specific case.
4. The Publisher is not obliged to use the licence granted by the Author in full.
5. Parties have agreed that the licence is being granted **free of charge** by the Author pursuant to provisions of § 2366 Par 21 (b) of the Copyright Act.

### **III AUTHOR'S WARRANTY**

1. The Author warrants to the Publisher that the Work is free of any legal defects, which means that the Author is the sole creator of the Work, the Work is an original and has never been publicly used by the Author (or any third person) to date, and that by using the Work (to the extent agreed in this agreement), neither the Publisher nor any third party whose authorization will derive from this agreement:

- a) will be violating the copyright of any third parties;
- b) will be violating any other rights or justified interests of third parties, for instance the right to privacy of natural persons and the right to the protection of good reputation of legal persons, and
- c) will be violating generally binding legal regulations,

and that the author did not grant an exclusive licence to use the Work to any third party prior to the conclusion of this agreement.

2. If the Publisher or a third party deriving its authorization from this agreement should suffer a loss or some other damage because of legal defects of the Work, the Author shall compensate them to the full extent of the loss or damage suffered.

### **IV THE AUTHOR'S CONSENT TO USE HIS/HER PERSONAL INFORMATION**

1. The author agrees that the information he/she provided to the publisher on his/her **name, surname, workplace address, e-mail address**, can be submitted for use in conformity with the terms described in Part II, par. 1 of this agreement.

## **V FINAL PROVISIONS**

1. This agreement is subject to the law of the Czech Republic, particularly to the Copyright Act and the Commercial Code as amended.
2. Any changes or amendments to this agreement can only be made when agreed to in writing by the two parties herein. The agreement may only be terminated by a written notice.

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