

PUBLISHER'S LICENCE AGREEMENT

CZSO registration number:

On the below mentioned day, month, and year, the Publisher's Licence Agreement (hereinafter referred to as **the Agreement**) was concluded by the following parties to the Agreement:

Czech Republic – Czech Statistical Office (CZSO),

with the registered office at Na padesátém 3268/81, 100 82 Prague 10, Company ID: 000 25 593, represented by Mr Michal Novotný, Director of the External Public Relations Department, as the first party to the Agreement (hereinafter referred to as **the Publisher** or **the CZSO** or **the Controller**)

and

Mr

date of birth:
domiciled at:

as the second party to the Agreement (hereinafter referred to as **the Author** or **the Data Subject**)

pursuant to the Act No 121/2000 Sb, on Copyright and Rights Related to Copyright and Amending Certain Acts (hereinafter referred to as **the Copyright Act**) and provision of Section 2358 and following of the Act No 89/2012 Sb, the Civil Code as amended (hereinafter referred to as **the Civil Code**).

I

Subject Matter and Purpose of the Agreement

/1/ The Author created for the Publisher **an original work** entitled: "....." in the extent of 20 standard manuscript pages (hereinafter referred to as **the Work**).

/2/ The Author, under the conditions stipulated further herein, shall provide the Publisher with an exclusive entitlement to execute the right to use the Work in all ways pursuant to provisions of Section 12 par. 4 of the Copyright Act, i.e. mainly in the following ways:

- a) to reproduce the Work;
- b) to distribute the Work;
- c) to combine the Work with works of other authors;
- d) to translate the Work to foreign languages and to grant a consent to such translations;

(hereinafter referred to as **the Licence**).

/3/ The Work shall be published in the *Statistika: Statistics and Economy Journal* (hereinafter referred to as **the Journal**), which is published by the Publisher. After having the Work published, the Publisher has the right to use the Work also separately, according to his own need.

/4/ The Author declares that the copyright hereby provided to the Publisher belongs to him without any limitation, that he has no obligations preventing him from granting the Licence to the Publisher under the Agreement, and that he is liable to the Publisher for any damage that would arise should this declaration prove to be false.

In case the Author is not independently entitled to the copyright to the Work and to all its parts, he is obliged to procure the qualified consent of the entitled copyright holder in order to process or include such part into the Work, and he is obliged to notify the Publisher in due time so that a relevant licence agreement may be concluded between the Author and the Publisher duly and timely.

The Author is responsible to the Publisher for the contents of the Work as for the question of fact and the question of law; at the same time he declares that neither the protection of personal rights of an individual nor other rights of third parties are infringed by the contents of the Work and that he shall be liable to the Publisher for any damage potentially arisen due to this reason.

/5/ The Publisher and the Author have agreed that the **Licence shall be granted by the Author to the Publisher free of charge**. The Publisher shall provide the Author with one copy of the issue of the Journal, in which the Work will be published, free of charge.

/6/ The Publisher is not obliged to use the Licence provided upon the Agreement.

II

Delivery of the Work

- /1/ The Work shall be delivered by the Author to the Publisher and the Publisher must accept it for publication.
- /2/ If the Publisher accepts the Work as faultless, the delivered copies of the Work manuscript shall become the Publisher's property.
- /3/ **The Publisher is entitled to withdraw** from the Agreement in case the Author refuses to make modifications and amendments to the Work when required by the Publisher to do so, or if the Author does not make them within a specified period, or in case the Work does not comply with the Publisher's requirements even after the modifications and amendments have been made. Requested modifications and amendments must not change the character of the Work and interfere with personal rights as per Section 11 of the Copyright Act.

III

Editorial, Printing, and Other Processing

- /1/ The editorial processing of the Work manuscript shall be carried out by the Publisher.
- /2/ The Author is entitled to make **author's proofreading**, i.e. minor creative changes to the Work provided that such changes will not entail on the Publisher's side a necessity to incur excessive expenses or the character of the Work is not changed by such changes. The Author is obliged to carry out this proofreading within a period determined by the Publisher. If the Author does not meet the deadline, the Publisher is entitled to publish the Work without the Author's proofreading. The Author must give his consent to a potential change in the title of the Work.
- /3/ The Publisher shall decide on the Journal format, on paper, on the book binding, and on external and internal graphic layout of all media in case of different ways of publishing, as well as on potential other matters; subject to his possibilities, the Publisher may take into account the Author's suggestions.

IV

Licence Limitation

- /1/ The Author(s) grant the Licence to the Publisher, based on the Agreement hereof, for a fixed period of time starting on the day when the Agreement comes into force, namely for the duration of the Author's property rights to the work.
- /2/ Hence, the Author may exercise his rights to use the Work and to grant any other licences for its use only subject to the prior written consent of the Publisher.
- /3/ The Author explicitly agrees that the Publisher may provide the authorization forming a part of the Licence, in whole or in part, to a third party without the Author's further consent to such particular usage of the Work (hereinafter referred to as **the Sublicence**).
- /4/ The Author explicitly agrees that the Publisher may use the authorization forming a part of the Licence also in collaboration with a third person (**co-edition**); such collaboration shall not be qualified as granting of the Sublicence; however, it shall be considered as a separate use of the Licence authorization by the Publisher within the framework of the Licence granted.
- /5/ The Licence is granted for all ways of use as agreed in Article I paragraph 2 of the Agreement for territories all over the world.
- /6/ The extent of the ways of use, for which the Licence under Article I paragraph 2 of the Agreement is granted, has been agreed by the parties to the Agreement as follows:

Reproduction of the Work shall mean the execution of reproductions of the Work in the form of a contribution in the Journal in one or more editions in English and in other language versions (in compliance with the licence granted for translation), in the extent unlimited in advance as for the number of reproductions and editions.

Distribution of the Work shall mean making the Work accessible to the public through its reproductions made in accordance with the Licence granted for reproductions on the free market.

Licence for translation is provided for the Czech and English languages.

Disclosure of the Work to the public shall mean disclosure in a way that any person may access the Work on the locality and time of his/her own option namely by means of a computer or similar network, including bibliographic and full-text databases, which serve for disclosure of bibliographic data and electronic information sources.

- /7/ The Publisher undertakes to include a copyright notice in all reproductions of the Work, if it is customary, and in the place usually used for such purpose, as follows: © Publisher, year of publication.

V

Personal Data Protection

- /1/ The Author acknowledges the following:

- the Publisher is a personal data controller (hereinafter referred to also as **the Controller**) of personal data obtained from the Data Subject in relation to the conclusion of the Agreement (contact details of the CZSO are provided in the beginning of the Agreement);
 - **the Data Subject** for the purposes of the Agreement is the Author, who provided or will provide his or her personal data to the Controller in relation to the conclusion of the Agreement;
 - personal data obtained in relation to the conclusion of the Agreement will be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to also as **GDPR**) solely for the purpose of implementation of liabilities from the Agreement;
 - personal data obtained in relation to the conclusion of the Agreement will not be provided to third parties (solely the Publisher is a recipient of the relevant personal data and the Publisher does not intend to transfer the relevant personal data to third parties nor to a recipient in a third country nor to an international organisation);
 - personal data obtained in relation to the conclusion of the Agreement will be stored by the Controller as long as the personal data are necessary for implementation of liabilities from the Agreement and for fulfilment of liabilities of a Controller resulting in relation to the conclusion of the Agreement from valid legal regulations;
- /2/ Additional information regarding the personal data protection at the Czech Statistical Office is available at: <https://www.czso.cz/csu/czso/personal-data-protection-gdpr>.

VI

Final provisions

- /1/ Unless explicitly stipulated otherwise, the legal relationships constituted hereby shall be governed by the relevant provisions of the Copyright Act and of the Civil Code.
- /2/ The Agreement enters into force and becomes applicable on the date of signature by both the parties to the Agreement. Modifications and amendments hereto shall be valid only if concluded in writing.
- /3/ The parties to the Agreement have explicitly stipulated that rights and duties under the Licence Agreement shall pass to the legal entities, which are the legal successors of both the parties to the Agreement.
- /4/ The Agreement has been concluded in **two counterparts**, each of which shall be deemed an original of equal validity; the Publisher and the Author shall receive one counterpart each.
- /5/ The parties to the Agreement declare that they have carefully read the Agreement and they agree with its contents and that the Agreement has not been concluded under distress nor under otherwise unilaterally disadvantageous conditions.
- /6/ The Author grants to the Publisher an unqualified assent with providing of the Agreement to an applicant for information pursuant to the Act No 106/1999 Sb, on free access to information, as amended.
- /7/ The parties to the Agreement agreed that all disputed matters that will arise and will be related to obligations resulting from the Agreement, will be always preceded by an effort of the parties to the Agreement to solve a dispute by a settlement.
- /8/ All provisions of the parties to the Agreement in any form that are not contained herein are fully replaced by the Agreement.

In Prague, on

In Prague, on

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Czech Republic – Czech Statistical Office

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The Author