

# LICENSE AGREEMENT

# 1. Parties

**Nobel Media AB** (hereinafter referred to as "Nobel Media") Swedish org. number 556446-4375, P.O. Box 5232, 102 45 Stockholm, Sweden

and

**Fyzikální ústav Akademie věd ČR, v.v.i.,** Na Slovance 2, CZ-182 21 Praha 8, Czech Republic, Ident.No.: CZ68378271, registered in the Register of the Public Research Institutions of the Ministry of Education, Youth and Sports of the Czech Republic,

represented by Prof. Jan Ridky, Director of the Institute

#### **Definitions**

"Material"

- 2009 Nobel Lecture in Physics by Charles K. Kao © The Nobel Foundation (2009)
- 2009 Nobel Lecture in Physics by Willard S. Boyle © The Nobel Foundation (2009)
- 2009 Nobel Lecture in Physics by George E. Smith © The Nobel Foundation (2009)
- Autobiography/biography of Charles K. Kao, Willard S. Boyle, George E. Smith from Les Prix Nobel. The Nobel Prizes 2009, Editor Karl Grandin, published in the book series Les Prix Nobel/Nobel Lectures. Copyright © The Nobel Foundation (2009)
- Print translations of the following phone interviews:

http://nobelprize.org/nobel\_prizes/physics/laureates/2009/kao-interview.html http://nobelprize.org/nobel\_prizes/physics/laureates/2009/boyle-interview.html http://nobelprize.org/nobel\_prizes/physics/laureates/2009/smith-interview.html

#### Please include the following copyright information for each of these phone interviews:

© Nobel Media AB (2009)

The Licensee may use the Material for distribution in the Czech &

Slovak Republic.

"Scope of License"

The Licensee may publish the Material in a maximum of 750 print

copies.

"Languages"

"Territory"

The Licensee may translate the Material into Czech.

"License Fee"

EUR 250 (two hundred and fifty)

"Technical Cost"

EUR 0

"Payment"

10 days within receipt of invoice.



"Special Restrictions" Publication's title is "Československý časopis pro fyziku"

(Czechoslovak Journal of Physics)".

"Parties" Nobel Media and the Licensee (each individually referred to as Party)

"Agreement" This license agreement between the Parties including any appendices

"Term" unlimited

#### 2. License

Nobel Media hereby grants to the Licensee the non-exclusive right to publish the Material in print within the Territory, in the Languages specified above, and in accordance with the Scope of License, any applicable Special Restrictions and the terms of this Agreement.

#### 3. Consideration

In full and final payment for all rights and services under this Agreement, including any applicable taxes, levies and duties, the Licensee shall pay Nobel Media the License Fee and the Technical Cost in accordance with the terms of Payment.

## 4. Intellectual Property

The following copyright notice shall be applied to each individual Nobel Lecture and autobiography/biography published under this Agreement: © The Nobel Foundation (2009). The year shall be the year that the Nobel Lecture and/or other material was originally published in, i.e. the year that the Nobel Laureate in question was awarded his or her Nobel Prize. Any act or omission in breach of this stipulation shall be deemed to constitute material breach of this Agreement. The following copyright notice shall be applied to each individual interview published under this agreement: © Nobel Media AB (2009).

Nobel Media warrants that it holds all intellectual property rights to the Material necessary to enter into this Agreement.

Only the right of use to the Material expressly granted under this Agreement shall be deemed to be granted to the Licensee.



The Licensee may only publish each Nobel Lecture in full and may not edit the Material in any way. Any infringement on the droit moral of the Nobel Laureate, shall be deemed to constitute a material breach of this Agreement.

If the Parties have agreed that the Licensee may translate the Material (see "Languages" above), such translations shall always be subject to Nobel Media's final approval before publication.

The Licensee shall take all necessary measures to ensure that the Material does not fall into unauthorized hands. In the event of loss or unauthorized copying of the Material, the Licensee shall immediately notify Nobel Media thereof.

This Agreement does not render the Licensee any right to use any of the trademarks held by the Nobel Foundation without prior written approval from Nobel Media.

## 5. Liability

Except to the extent prohibited by applicable law, Nobel Media's total liability for any and all damages, claims or cause of action arising from services rendered under this Agreement, breach thereof or negligence shall under no circumstances exceed the License Fee and Technical Cost.

Notwithstanding the foregoing, Nobel Media shall under no circumstance be liable for a) any loss of income, contracts, additional expenditure or cost, savings not realized, third party claims or loss of data, as well as damages due to late delivery or consequential or indirect loss and/or

b) the acts or omissions of third parties, and all matters other than those under the direct operational control of Nobel Media.

### 6. Force Majeure

A Party shall be released form any sanctions, including but not limited to claims for damages, for failure to perform under the Agreement where such failure, wholly or partially, is due to circumstances beyond the control of that party and which prevent performance under this Agreement.



## 7. Confidentiality

The Licensee and Nobel Media shall, during the Term of this Agreement and for all perpetuity, maintain in strict confidence all know-how and other information made available or communicated between the Parties that is not generally known or available to the public, including but not limited to the content of this Agreement.

#### 8. Termination

Each Party shall be entitled, upon giving written notice to the other Party, to terminate this Agreement forthwith upon any of the following events:

- a) The other Party being in default of any of its material obligations, representations or warranties under this Agreement and failing to cure such default within reasonable time of receiving written notice thereof: or
- b) If a receiver (administrative or otherwise) is appointed over the other Party's assets.

#### 9. Term and Survival

This Agreement shall be in force during the Term. The provisions in this Agreement on Rights, Confidentiality, Liability, Governing Law and Dispute Resolution shall survive this Agreement's cancellation, termination or expiration.

#### 10. No Assignment

The rights and obligations of the Licensee hereunder cannot be transferred to or assumed by any third party without the prior written consent of Nobel Media. Thus, for the avoidance of any doubt, the Licensee may under no circumstances sub-license, sell or otherwise assign the Material to any third party.

Nobel Media may freely assign its rights and obligations hereunder to any other company within the Nobel sphere of companies without the need of obtaining such consent.

#### 11. Governing Law

This Agreement is to be governed by and interpreted in accordance with the internal substantive laws of Sweden, including the Swedish Copyright Act, but without giving effect to its principles of the conflict of laws.



## 12. Dispute Resolution

Before any legal action is taken the Parties agree that negotiations between them shall take place to resolve any dispute on an amicable basis.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall be conducted in the English language.

Any arbitral proceedings pursuant to this arbitration clause shall be kept strictly confidential and all information disclosed in the course of such arbitral proceedings may be used solely for the purpose of the arbitration.

# 13. Entire Agreement/Amendments

This Agreement, along with any exhibits and appendices constitutes the only and entire agreement between the Parties and supersedes any previous understanding or agreement between the Parties, whether written or oral.

In case of conflict between the Definitions section and the subsequent sections of this Agreement the terms under the Definitions section shall prevail.

Any amendment or modification of this Agreement must be made out in writing and signed by both Parties to be valid.

The representative for "Československý časopis pro fyziku": Dr. Libor Juha, Phone: +420 266052741, E-mail: juha@fzu.cz , www.cscasfyz.fzu.cz



This Agreement has been executed in two original copies of which the Parties have taken one each.

Sesur Feb 24, 2011

Nobel Media AB

Camilla Hyltén-Cavallius

**CEO** 

Praha 1. 0. 2011

Fyzikální ústay Akademie věd ČR, v.v.i.,

Prof. Jan Ridky,

Director

Institute of Physics of the ASCR, v. v. i.. 182 21 Prague 8, Na Slovance 2 Czech Republic

> Nobel Media AB P.O. Box 5232 SE-102 45 Stockholm Sweden

Visiting adress: Sturegatan 14, 3rd floor

Tel: +46 8 663 •9 20 Fax: +46 8 663 27 69 Web: Nobelprize.org