

MEMORANDUM OF AGREEMENT made this 10th day of November 1986

between Hilda Bernstein (hereinafter called the Proprietor)
c/o Marsh & Sheil Limited, 43 Doughty Street, London WC1N 2LF, England, of the one part,
acting in conjunction with Anthony Sheil Associates Ltd., London,
and Goldmann Verlag, Neumarkter Strasse 18, D-8000 Munich 80, W. Germany,
(hereinafter called the Publishers) of the other part.

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Proprietor hereby grants to the Publishers the exclusive right to translate and publish in pocketbook volume form in the German language throughout the world the work entitled DEATH IS PART OF THE PROCESS (hereinafter called the said work) on the terms and conditions following. The Proprietor warrants that she is fully entitled to dispose of the rights licensed to the Publishers under the terms of this agreement.

2. The Publishers shall pay to the Proprietor on the signing of the agreement the net sum of DM5000 (five thousand German marks), which shall be a non-returnable advance and on account of the royalties specified below in clauses 2 and 3. These royalties are payable on the full retail price of each and every copy sold by the Publishers in their edition less VAT.

five per cent (5%) on copies sold up to 25,000;
six per cent (6%) on copies sold from 25,001 to 50,000;
seven-and-a-half per cent (7.5%) thereafter.

3. The Publishers shall have the exclusive handling of the following subsidiary rights in the said work in the German language, and the gross proceeds from the disposal of such rights shall be shared between the Proprietor and the Publishers as follows:

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|--|--------------------------------|
| a) Bookclub rights | Proprietor 60% -Publishers 40% |
| b) Hardback rights if sub-licensed | Proprietor 70% -Publishers 30% |
| c) Serial, anthology, radio reading rights | Proprietor 60% -Publishers 40% |

The Publishers shall not dispose of the rights herein mentioned under a, b, and c, without the Proprietor's consent in writing.

4. If the Publishers fail to issue their edition of the said work within 18 months of the date of this agreement, the rights herein licensed to them shall revert to the Proprietor at once without further notice, and any advance payment made by the Publishers under the terms of this agreement shall be forfeited without prejudice to any further claim which the Proprietor may have for damages and/or otherwise.

5. The translation of the said work shall be made faithfully and accurately at the Publishers' own expense and be of good literary quality. No alterations, abbreviations, or additions in the text may be made without the written consent of the Proprietor and any abbreviations shall not amount to more than 20% of the original text.

6. The original title of the said work shall appear in English beneath the Publishers' title or on the back of the title page of every copy issued. The Publishers shall take all steps necessary to protect the copyright in the said work and shall print the copyright notice exactly as it appears in the original English-language edition of the work.

7. The name of the Author shall appear in due prominence on the title page and on the binding of every copy printed and on all advertisements of the said work issued by the Publishers or their agents.

8. Accounts of sales of the said work shall be made up to the 30th day of June and the 31st day of December in each year and delivered and settled within three months thereafter.

9. The Publishers shall inform the Proprietor of the exact publication date of the said translation and of its retail price. As soon as it is printed the Publishers shall send copies as follows:

five copies to the author, Old House Farm, Dorstone, Hereford, HR3 6BL, England,
and one copy to Marsh & Sheil at the above address.

The Proprietor shall have the right to purchase additional copies of the said translation from the Publishers

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at the lowest price for which the Publishers shall at said time sell copies of it to the trade.

10. All rights in the said work not specifically granted in this agreement are reserved by the Proprietor.

11. The license granted to the Publishers herein is assigned to the Publishers solely and shall not be transferred by them without the written consent of the Proprietor and/or her agents.

12. If (a) the Publishers fail to fulfil or comply with any of the provisions of this agreement within one month after written notification from the Proprietor of such failure, or (b) an order is made or an effective resolution passed for the liquidation of the Publishers other than a voluntary liquidation for the purposes of amalgamation or reconstruction only, or (c) the Publishers at any time allow the said work to go out of print or off the market (which shall be held to be the case if there are less than 100 copies in stock or the book is not listed in the Publishers' complete catalogue) and shall not have reprinted and placed on the market a new edition or impression of the said work within six months after written notification from the Proprietor, then and in any of these events this agreement shall automatically determine without prejudice to any claim the Proprietor may have either for monies due and/or damages and/or otherwise. The Publishers undertake to notify the Proprietor that the said work has gone out of print or off the market on the first royalty statement thereafter.

13. No copies of the said work shall be sold as a remainder within a period of three years after the first publication by the Publishers. In the event of the Publishers desiring to dispose of their surplus stock as a remainder at a reduced price then they shall first notify the Proprietor or his or her representatives of their intention. In the event of the sale of copies as a remainder the royalty to be paid to the Proprietor shall be 10% of the sum received by the Publishers, except on copies sold at or below cost when no royalty shall be payable.

14. All money and statements due under the terms of the agreement are payable by the Publishers to Marsh & Sheil Limited, 43 Doughty Street, London WC1N 2LF, England, whose receipt shall be a full and sufficient discharge of the Publishers' obligations. The Proprietor appoints the said agent to act on her behalf in all matters arising out of the agreement.

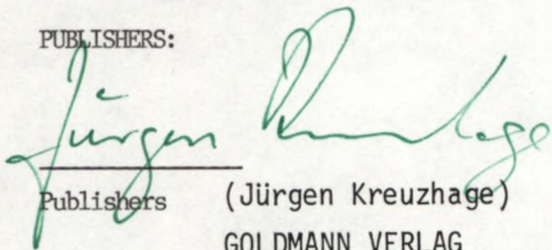
15. Unless otherwise specified herein, the rights to reproduce any illustrations and/or quoted matter from the original edition of the said work are not granted in this license, and the Publishers undertake to bear any costs involved in obtaining such rights for their edition.

16. It is understood that nothing in this agreement shall be understood as preventing the Proprietor from publishing in the German language extracts from or synopses of the said work not exceeding ten thousand (10,000) words in length for use in connection with the exploitation of cinematograph films of the said work.

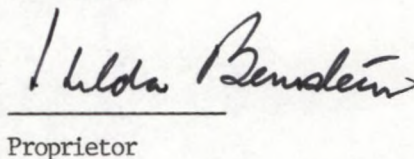
17. The contents of this agreement shall be ruled, governed and interpreted according to the laws of England.

AS WITNESS THE HANDS OF BOTH PARTIES:

PUBLISHERS:


Publishers (Jürgen Kreuzhage)
GOLDMANN VERLAG

PROPRIETOR:


Proprietor

München, den 05. Dezember 1986

Witness to the Publishers

Witness to the Proprietor

Collection Number: A3299

Collection Name: Hilda and Rusty BERNSTEIN Papers, 1931-2006

PUBLISHER:

Publisher: **Historical Papers Research Archive**

Collection Funder: **Bernstein family**

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