



MEMORANDUM OF AGREEMENT made this 7<sup>th</sup> day of March 2003 between Mrs. Hilda Bernstein of 57 Lock Crescent, Kidlington, Oxon, OX5 1HF (hereinafter termed 'the Author', which expression shall, where the context admits, include the Author's executors and assigns) of the one part and Corvo Books Ltd. of 34A Highbury Hill, London, N5 1AL (hereinafter termed 'the Publishers', which expression shall where the context admits include any publishing imprint subsidiary to or associated with the Publishers, and the Publishers' assigns or successors in business as the case may be) of the other part

WHEREBY it is mutually agreed as follows concerning a work original to the Author and entitled: *Separation* (hereinafter termed 'the Work')

### 1. Rights Granted

In consideration of the payments hereinafter mentioned and subject to the terms and conditions herein contained, the Author hereby grants to the Publishers the sole and exclusive right and licence to produce and publish and themselves further to license the production and publication of the Work or any adaptation or any abridgement of the Work or any substantial part of the Work in volume form, in audio form and in the other forms specifically included under this Agreement in all languages for the legal term of copyright and any and all extensions, renewals and revivals thereof throughout the world, **excluding Africa and the United States of America.**

The Author shall ensure that any licences granted or to be granted to third parties regarding publication of the Work in the English language shall expressly prohibit those third parties, their associated companies or overseas agents, from supplying the Work directly to any of the Publishers' exclusive territories as described in this Agreement.

All rights not granted to the Publishers under this Agreement are reserved by the Author but the Author will not exercise or authorise any party to exploit any reserved right in a way that will impair the value of any of the rights granted to the Publishers under this Agreement.

### 2. Competing Work

The Author shall not during the continuance of this Agreement without the previous written consent of the Publishers prepare or publish (or collaborate in the preparation or publication of) any work of a nature which may be reasonably considered by the Publishers to be likely to compete with or to affect prejudicially the sales of the Work or the exploitation of any rights in the Work granted to the Publishers under this Agreement.

### 3. Warranties and Indemnities

The Author hereby warrants to the Publishers and their assignees, licensees, printers and distributors that she has full power to make this Agreement, that she is the sole Author of the Work and is the owner of the rights herein granted, that the Work is original to her, and that it has not previously been published in any form in the territories covered by this Agreement and is in no way whatever a violation or infringement of any existing copyright or licence, or duty of confidentiality, or duty to respect privacy, or any other right of any person or party whatsoever, that it contains nothing libellous, that all statements contained therein purporting to be facts are true.

All warranties and indemnities herein contained shall survive the termination of this Agreement.

JHB



#### **4. Publishers' Responsibility to Publish**

The Publishers shall unless otherwise mutually agreed or unless prevented by circumstances beyond their control, at their own expense produce and publish the Work within 6 months of the date of this Agreement.

#### **5. Production and Promotion Responsibility**

All matters relating to the publication of the Work, including the paper, printing, design, binding and jacket or cover, the manner and extent of promotion and advertising, the number and distribution of free copies for the press or otherwise, the print number and the price and terms of sale of the first or any subsequent edition or impression of the Work shall be under the entire control of the Publishers but the Author shall be consulted.

The Publishers undertake to set the name of the Author in its customary form with due prominence on the title page and on the binding and jacket of every copy of the Work published by them and shall endeavour to ensure that a similar undertaking is made in respect of any editions of the Work licensed by them for publication in book form.

#### **6. Royalties and Fees Payable on Own Editions**

Subject to the terms and conditions set out in this Agreement the Publishers shall make the following payments to the Author in respect of volume or sheet sales of the Work, excluding such copies as may by subsequent provisions of this Agreement, or as otherwise mutually agreed, be sold subject to a different royalty:

##### **6.1 *Hardbound Trade Sales***

On the UK recommended retail price of all copies sold in the UK and Republic of Ireland, a royalty of 10 per cent, or on copies sold for export a royalty of 10% of net receipts.

##### **6.2 *Paperback Editions***

On the UK recommended retail price of all copies sold in the UK and Republic of Ireland, a royalty of 10 per cent, or on copies sold for export a royalty of 10% of net receipts.

##### **6.3 *Non-Booktrade Sales***

On sales outside the traditional booktrade (including but not limited to mail order or coupon advertising) a royalty of 10% per cent of net receipts.

Provided that no royalties shall be paid on copies of the Work given away to the Author or in the interests of the sale of the Work including review copies or on copies lost or damaged or destroyed.

#### **7. Subsidiary Rights**

In consideration of payment by the Publishers to the Author of the following percentages of Publishers' receipts in respect of the undermentioned rights the Author hereby grants to the Publishers such rights insofar as they are not granted by Clause 1 to the Publishers within the territories specified in Clause 1 during the subsistence of this Agreement. The negotiation of and final agreement to terms of exploitation of rights granted pursuant to this clause shall be in the control of the Publishers who shall consult the Author concerning all significant subsidiary rights transactions.

JJB

RIGHTS	PAYMENT DUE TO AUTHOR
<b>(i)</b> <i>Quotation, Extract and Anthology Rights</i>	50 per cent
<b>(ii)</b> <i>Journal/Magazine Rights</i> (ie the right to publish an abridgement of the complete Work in a single issue of a journal, periodical or newspaper)	75 per cent
<b>(iii)</b> <i>Digest Book Condensation Rights</i> (ie the right to publish a shortened form of the Work in volume form)	50 per cent
<b>(iv)</b> <i>First Serial Rights</i> (ie the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper including in any online version beginning before publication of the Publishers' first edition of the Work)	90 per cent
<b>(v)</b> <i>Second and Subsequent Serial Rights</i> (ie the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper including in any online version beginning at or following publication of the Publishers' first edition of the Work)	75 per cent
<b>(vi)</b> <i>Sub-Licensed Paperback Editions</i>	60 per cent
<b>(vii)</b> <i>Sub-Licensed Hardback Editions</i> (ie the right to publish a straight reprint of the Work)	75 per cent
<b>(viii)</b> <i>Reprint or royalty-exclusive Book Club Rights</i>	50 per cent
<b>(ix)</b> <i>Royalty-exclusive Translation Rights</i> (ie where the translated edition is manufactured by the licensor on a royalty-exclusive basis or manufactured by the licensee)	75 per cent
<b>(x)</b> <i>Film and Documentary</i>	100% (the Author keeps these rights)
<b>(xi)</b> <i>Stage and Radio Rights</i>	90 per cent
<b>(xii)</b> <i>Single-Voice Readings</i> (ie the right to read from the text of the Work or to show still illustrations from the Work, whether on radio, television, by Internet streaming or other broadcast or in the form of an audio only recording)	75 per cent

For all subsidiary rights not covered in this Agreement, the Author and Publisher shall mutually agree a split of all monies received based on standard industry practices.



## **8. Statement of Sales**

- 8.1 The Publishers shall prepare accounts quarterly and said accounts shall be delivered to the Author and settled within one month thereafter.
- 8.2 The term 'retail price' as used throughout this Agreement means the Publishers' recommended list price for the Work, excluding any Value Added Tax ('VAT') and other taxes to which it may be subject.
- 8.3 The term 'net receipts' as used throughout this Agreement means the amounts actually received by the Publishers from sales of the Work, represented by the retail price less discounts given to agents, wholesalers or booksellers (as appropriate) in order to secure sales to the final customers.

## **9. Value Added Tax**

All monies due under the terms of this Agreement are exclusive of any VAT due thereupon. The Publishers operate a self-billing system for the payment of royalties and to account for VAT. The Publishers therefore require details of the Author's VAT registration number where applicable which shall be supplied upon signature of this Agreement. Should the Author fail to supply a VAT registration number the Publishers shall not pay VAT on any sums due under the terms of this Agreement.

## **10. Copyright**

The copyright in the Work shall remain the property of the Author and the copyright notice to be printed in every copy of the Work published by the Publishers shall be in the Author's name, with the year of first publication. The Publishers shall use all reasonable endeavours to include in any contract with any licensee concerning any edition of the Work an undertaking that the same notice shall be printed in every edition published or further licensed by the licensee.

## **11. Author's Copies**

The Author shall be entitled to receive on publication twenty copies of the hardback edition and further copies at cost, those copies not for resale. The Author shall also be entitled to receive five copies of any further additions.

## **12. Remainders/Disposal of Surplus Stock**

If the Publisher intends to remainder its stock of the Work, the Author shall be entitled to all remaining copies of the Work at no charge.

## **13. Termination of Contract**

- 13.1 The Author may terminate this Agreement by summary notice in writing to the Publishers if (i) the Publishers are in material breach of any of the provisions of this Agreement and have failed to remedy such breach within one month of notice to them from the Author of such breach or (ii) the breach notified to the Publishers under (i) is capable of remedy but not within one month of notice to them from the Author of such breach the Publishers have not agreed with the Author within that month a programme to remedy the breach.
- 13.2 This Agreement shall automatically terminate if and when a manager, receiver, or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Publishers' assets; or if and when the Publishers enter into any arrangement or composition with or for the benefit of their creditors (including any voluntary arrangement under the Insolvency Act, 1986); or if and when a petition is presented or a meeting is



convened for the purpose of considering a resolution for the making of an administrative order, the winding up or dissolution of the Publishers (otherwise than a voluntary liquidation for the purpose of reconstruction).

- 13.3 Upon termination of this Agreement under 13.1 or 13.2 above, all rights granted herein shall revert to the Author without further notice, without prejudice to any rights of the Publishers or of third parties in respect of contracts or negotiations properly entered into by them with any such third party prior to the date of such reversion, and without prejudice to any moneys already paid or then due to the Author from the Publishers.

#### **14. Reversion of Rights**

If the Work shall become out of print and unavailable in all editions issued by the Publishers then the Author may give notice in writing to the Publishers to reprint and reissue the Work within nine months. In the event of the Publishers' failure to do so, all the Publishers' rights in the Work shall terminate upon the expiration of the said notice, without prejudice to all rights of the Publishers and any third party in respect of any agreement previously entered into by the Publishers hereunder with any such party.

In addition, if the Publishers have not published the Work or sold rights to the Work in territories outside the UK and the Republic of Ireland, within a period of nine months from the date of the first UK publication, all rights for these additional territories will revert to the Author.

#### **15. Moral Rights**

The Author hereby asserts her right to be identified as the Author of the Work and the Publishers undertake:

- (i) to print on every edition of the Work published by them the words: 'Hilda Bernstein has asserted her right under the Copyright, Designs and Patents Act, 1988, to be identified as Author of this Work';
- (ii) to use all reasonable endeavours to include in any contract for volume rights with any licensee concerning any edition of the Work to be published in the United Kingdom an undertaking that a notice of assertion in the same terms shall be printed in every edition published or further licensed by such licensee.

#### **16. Interpretation**

The headings in this Agreement are for convenience only and shall not affect its interpretation. References to Clauses are to clauses of this Agreement.

#### **17. Entire Agreement**

This Agreement is the entire and only agreement between the Author and the Publishers concerning its subject matter and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating thereto. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the Author and the Publishers.

#### **18. Governing Law**

This Agreement shall be deemed to be a contract made in England and shall be construed and applied in all respects in accordance with English law and the parties hereto submit and agree to the jurisdiction of the English courts.

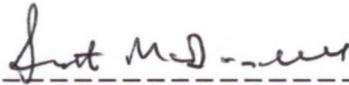
JCB

**19. Force majeure**

The Publishers shall not be in breach of this Agreement if they are prevented from carrying out any of their obligations because of circumstances beyond their control in which case the time permitted for the Publishers to fulfil those obligations shall be extended by the length of those circumstances or that delay.

SIGNED

For and on behalf of the Publishers:

  
-----

Scott McDonald  
Director, Corvo Books Ltd.

For and on behalf of the Author:

-----  
Hilda Bernstein





MEMORANDUM OF AGREEMENT made this 29<sup>th</sup> day of January 2003 between Mrs. Hilda Bernstein of 57 Lock Crescent, Kidlington, Oxon, OX5 1HF (hereinafter termed 'the Author', which expression shall, where the context admits, include the Author's executors and assigns) of the one part and Corvo Books Ltd. of 34A Highbury Hill, London, N5 1AL (hereinafter termed 'the Publishers', which expression shall where the context admits include any publishing imprint subsidiary to or associated with the Publishers, and the Publishers' assigns or successors in business as the case may be) of the other part

WHEREBY it is mutually agreed as follows concerning a work original to the Author and provisionally entitled: *Separation* (hereinafter termed 'the Work')

### 1. Rights Granted

In consideration of the payments hereinafter mentioned and subject to the terms and conditions herein contained, the Author hereby grants to the Publishers the sole and exclusive right and licence to produce and publish and themselves further to license the production and publication of the Work or any adaptation or any abridgement of the Work or any substantial part of the Work in volume form, in audio form and in the other forms specifically included under this Agreement in all languages for the legal term of copyright and any and all extensions, renewals and revivals thereof throughout the world, **excluding Africa and the United States of America.**

The Author shall ensure that any licences granted or to be granted to third parties regarding publication of the Work in the English language shall expressly prohibit those third parties, their associated companies or overseas agents, from supplying the Work directly to any of the Publishers' exclusive territories as described in this Agreement.

All rights not granted to the Publishers under this Agreement are reserved by the Author but the Author will not exercise or authorise any party to exploit any reserved right in a way that will impair the value of any of the rights granted to the Publishers under this Agreement.

### 2. Competing Work

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### 3. Warranties and Indemnities

The Author hereby warrants to the Publishers and their assignees, licensees, printers and distributors that she has full power to make this Agreement, that she is the sole Author of the Work and is the owner of the rights herein granted, that the Work is original to her, and that it has not previously been published in any form in the territories covered by this Agreement and is in no way whatever a violation or infringement of any existing copyright or licence, or duty of confidentiality, or duty to respect privacy, or any other right of any person or party whatsoever, that it contains nothing libellous, that all statements contained therein purporting to be facts are true.

All warranties and indemnities herein contained shall survive the termination of this Agreement.



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The Publishers undertake to set the name of the Author in its customary form with due prominence on the title page and on the binding and jacket of every copy of the Work published by them and shall endeavour to ensure that a similar undertaking is made in respect of any editions of the Work licensed by them for publication in book form.

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**RIGHTS**

**PAYMENT DUE TO AUTHOR**

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<b>(viii)</b> <i>Reprint or royalty-exclusive Book Club Rights</i>	50 per cent
<b>(ix)</b> <i>Royalty-exclusive Translation Rights</i> (ie where the translated edition is manufactured by the licensor on a royalty-exclusive basis or manufactured by the licensee)	75 per cent
<b>(x)</b> <i>Dramatisation and Documentary Rights</i> on stage, film, radio or television and videograms thereof, including transmission by cable, satellite or any other medium	90 per cent
<b>(xi)</b> <i>Single-Voice Readings</i> (ie the right to read from the text of the Work or to show still illustrations from the Work, whether on radio, television, by Internet streaming or other broadcast or in the form of an audio only recording)	75 per cent



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## **10. Copyright**

The copyright in the Work shall remain the property of the Author and the copyright notice to be printed in every copy of the Work published by the Publishers shall be in the Author's name, with the year of first publication. The Publishers shall use all reasonable endeavours to include in any contract with any licensee concerning any edition of the Work an undertaking that the same notice shall be printed in every edition published or further licensed by the licensee.

## **11. Author's Copies**

The Author shall be entitled to receive on publication twenty copies of the hardback edition and further copies at cost, those copies not for resale. The Author shall also be entitled to receive five copies of any further additions.

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- 13.2 This Agreement shall automatically terminate if and when a manager, receiver, or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Publishers' assets; or if and when the Publishers enter into any arrangement or composition with or for the benefit of their creditors (including any voluntary arrangement under the Insolvency Act, 1986); or if and when a petition is presented or a meeting is convened for the purpose of considering a resolution for the making of an administrative order, the winding up or dissolution of the Publishers (otherwise than a voluntary liquidation for the purpose of reconstruction).
- 13.3 Upon termination of this Agreement under 13.1 or 13.2 above, all rights granted herein shall revert to the Author without further notice, without prejudice to any rights of the Publishers or of third parties in respect of contracts or negotiations properly entered into by them with any such third party prior to the date of such reversion, and without prejudice to any moneys already paid or then due to the Author from the Publishers.

#### **14. Reversion of Rights**

If the Work shall become out of print and unavailable in all editions issued by the Publishers then the Author may give notice in writing to the Publishers to reprint and reissue the Work within nine months. In the event of the Publishers' failure to do so, all the Publishers' rights in the Work shall terminate upon the expiration of the said notice, without prejudice to all rights of the Publishers and any third party in respect of any agreement previously entered into by the Publishers hereunder with any such party.

In addition, if the Publishers have not published the Work or sold rights to the Work in territories outside the UK and the Republic of Ireland, within a period of nine months from the date of the first UK publication, all rights for these additional territories will revert to the Author.

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- (i) to print on every edition of the Work published by them the words: 'Hilda Bernstein has asserted her right under the Copyright, Designs and Patents Act, 1988, to be identified as Author of this Work';
- (ii) to use all reasonable endeavours to include in any contract for volume rights with any licensee concerning any edition of the Work to be published in the United Kingdom an undertaking that a notice of assertion in the same terms shall be printed in every edition published or further licensed by such licensee.

#### **16. Interpretation**

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This Agreement is the entire and only agreement between the Author and the Publishers concerning its subject matter and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating thereto. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the Author and the Publishers.



**18. Governing Law**

This Agreement shall be deemed to be a contract made in England and shall be construed and applied in all respects in accordance with English law and the parties hereto submit and agree to the jurisdiction of the English courts.

**19. Force majeure**

The Publishers shall not be in breach of this Agreement if they are prevented from carrying out any of their obligations because of circumstances beyond their control in which case the time permitted for the Publishers to fulfil those obligations shall be extended by the length of those circumstances or that delay.

SIGNED

For and on behalf of the Publishers:

-----  
Scott McDonald  
Director

For and on behalf of the Author:

-----  
Hilda Bernstein





Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon OX5 1HF

28 February 2003

Dear Hilda,

Welcome home! I hope you've had time to catch up.

Enclosed are:

- 1) Copies of the contract. Scott has signed these already, but please take time to make sure you're happy with it. We can always re-draft it.
- 2) A copy of the manuscript with my questions/suggestions in coloured ink.
- 3) A disk with the manuscript file. If you wish, and don't find it too fiddly, you can browse the changes electronically in Word. To do this go into Tools, Track Changes, Accept or Reject Changes then click on the find arrows to take you through. If you wish to insert anything go into Tools, Track Changes, Highlight Changes, and click in the highlight changes box, and it will highlight anything you write in.

**Re: First edit**

To explain how I've approached this:

Where something is unclear to me, I have simply inserted a question.

There are a few minor suggestions for changes of phrasing.

There are also a few more significant suggestions for deletions or revision of passages – mainly in the form of comments for us to discuss, rather than attempted re-phrasing. These fall into two categories. Sometimes they are because I've felt that the text is a little repetitive on points that have already been made strongly (or will be made later on in the text). Sometimes I've felt that that the text slightly underestimates the basic knowledge of its readership – my assumption is that most of your readership will remember the Cold War, and have a basic sense of 20<sup>th</sup> century European History.

Finally, there were a couple of places where I wanted to know more. Eg. What happened to Henry? What did Olga do next? You may have deliberately decided to leave it at Olga's return, but I've put some questions in when I've found myself wondering about these things.

**Re: Footnotes/ References**

Not all your footnotes appeared in my file, so where there seems to be something missing, or a reference would be useful I have indicated this. Do you have a preference for footnotes over end-notes? If not I'm considering putting in end-notes.

**Re: Bibliography**

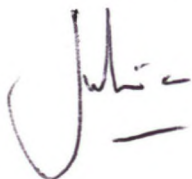
I seem to remember from the first file you sent me – the one that was very scrambled - that there was some kind of a Bibliography (?). If so, I'll need to get that from you again.

**Re: Visuals**

We intend to put in a plates section, so, if it's all right by you, I'd like to hang on to your photos a little longer. Do you have any other relevant photos – perhaps of your trip to Moscow, or pictures of some of the characters in later life?

I think this is all for now. Please let me know when this arrives and I'll arrange to visit to discuss things. I'm delighted to hear that it was well received in South Africa. I'm sure that we'll be able to generate interest here as well. It's a lovely book!

Best wishes,

A handwritten signature in dark ink, appearing to be 'Julia', with a horizontal line underneath.



Corvo Books Ltd  
Registered in England  
No. 4513832

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London N5 1AL

T: 0207 288 0651  
E: mail@corvobooks.co.uk



Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon OX5 1HF

7 April 2003

Dear Hilda,

Re. Manuscript: As promised, my final edit is enclosed. Initially, I had intended to highlight my changes, but in the end this proved too fiddly and would have been a hindrance rather than a help. As I mentioned, I have done what I hope is a fairly thorough historical check, and have done some re-wording or added the odd sentence where things appeared inaccurate or misleading.

I also came to the conclusion that I had not been ruthless enough on repetition, so have excised paragraphs here and there which describe scenes or make points which have appeared before (or will appear later). I think the book reads better for it. I have made no structural changes.

Please read the manuscript carefully, and ensure that any changes or deletions are in keeping with the spirit of the text. Could I have your comments back by Friday 11th, so that we may complete the typesetting? Obviously, if you have any concerns about the edit, we will need to discuss them in detail.

Re. Plates: I also enclose the photos we intend to use for you to check the captions (and add anything if you wish).

Re. Footnotes: I'm still chasing up footnotes, and may well come back to you with questions.

Re. Contract: I keep forgetting to ask you for the signed contract. Could you pop it in the post for us?

Your photos came out well!

Regards,



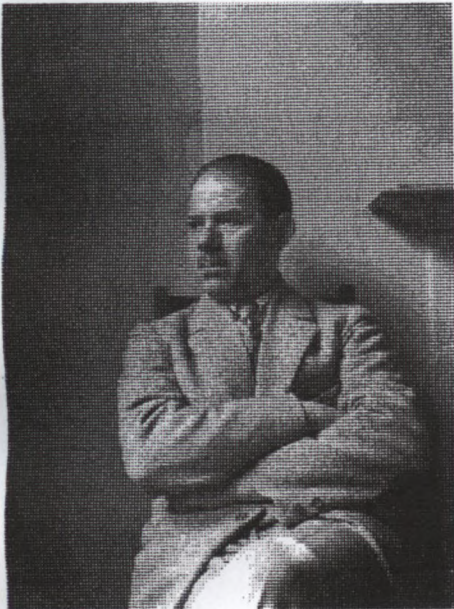


Dora in 1915 with Vera (left), Olga (right) and holding Hilda.





Hilda, Vera and Olga [where?]



Simeon - taken in the USSR.

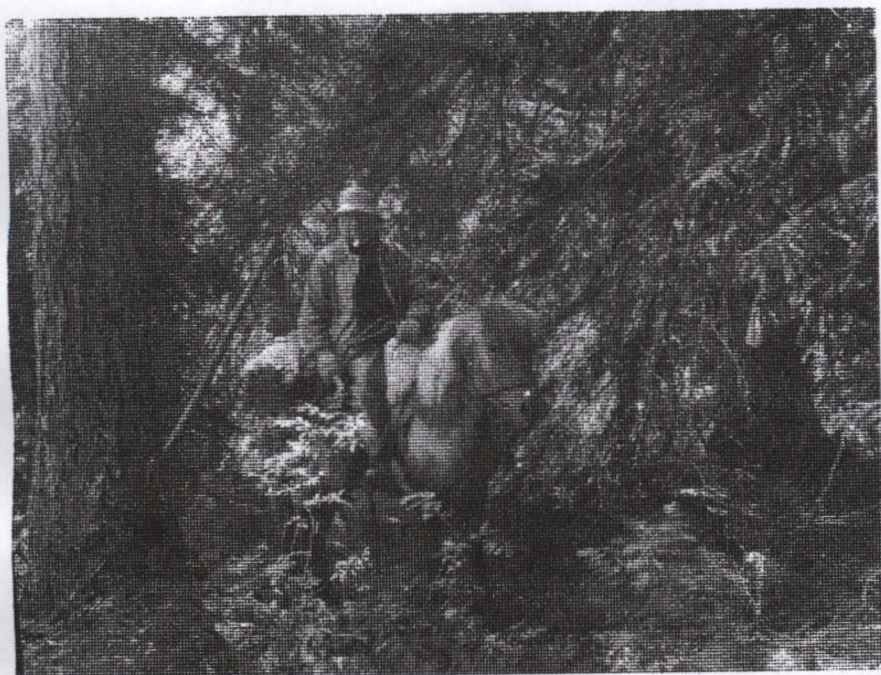


Vera and Olga wearing Russian head-scarves - gifts from their father.





Petropavlosk, May 1927.



Simeon in Kamchatka.





Olga and Henry.



Olga in 1935 - just after her arrival in Moscow.



Olga with the author's daughter, Toni, in South Africa, shortly after she left the USSR.



**Collection Number: A3299**

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

***PUBLISHER:***

*Publisher:* **Historical Papers Research Archive**

*Collection Funder:* **Bernstein family**

*Location:* **Johannesburg**

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