

34.2.1.6  
H. Bernstein  
contracts

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 L'Harmattan Edition, 7 rue de l'Ecole Polytechnique, F-75005 Paris, France,  
(hereinafter called the Publishers) of the other part.

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Proprietor hereby grants to the Publishers for a period of ten (10) years from the date of this agreement the exclusive right to translate and publish in volume form in the French language throughout the world the work entitled

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(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 FF4000 (four thousand French francs), 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.

seven per cent (7%) on copies sold up to 3000;  
ten per cent (10%) on copies sold from 3001 to 8000;  
twelve per cent (12%) thereafter.

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

a) First serial rights	Proprietor 70% - Publishers 30%
b) Second serial, digest, anthology rights	Proprietor 50% - Publishers 50%
c) Pocketbook, bookclub rights	Proprietor 50% - Publishers 50%

The Publishers shall not dispose of the rights herein mentioned under a and c, without the Proprietor's consent in writing. Any amount in excess of FF400 due by the Publishers to the Proprietor under the terms of this clause shall be paid out by them to her within 30 days of receipt provided the advance specified in clause 2 above has been earned out.

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.

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 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 Ms Hilda Bernstein, 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 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 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 French 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:

PROPRIETOR:

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Publishers L'HARMATTAN  
EDITION  
7, rue de l'École Polytechnique  
DEUXIÈME ÉDITION  
PARIS  
Tél. 40 33 23 25 44 N  
C.C.P. 23625 44 N  
SIRENE : 311 023 121  
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Witness to the Publishers  
*Alex WILLAERT*

*Hilda Bernstein*  
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Proprietor  
*[Signature]*  
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Witness to the Proprietor

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PROPRIETOR:

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Publishers  
L'HARMATTAN  
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7, rue de la Harpe Polytechnique  
75005 PARIS  
Tél. 43 34 79 10  
C.G. Paris 2385  
SIRENE 311 023 121  
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*Hilda Bernstein*

Proprietor

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Witness to the Publishers  
*Willibert*

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Witness to the Proprietor

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