

# Sinclair Browne Ltd



10 Archway Close London N19 3TD Telephone 01-263 3438

MEMORANDUM OF AGREEMENT made this 3rd day of Oct. 1985  
 between  
 SINCLAIR BROWNE LIMITED 32 De Freville Ave, Cambridge CB4 1HS  
 hereinafter called 'the Proprietors', which expression shall, where the  
 context admits, include the Proprietors' executors, administrators and  
 assigns or successors in business as the case may be) of the one part  
 and Forlaget Hjulet of Marbjergvej 19, DK-2700 Brønshøj  
 Denmark  
 (hereinafter called 'the Publishers', which expression shall, where the  
 context admits, include the Publishers' executors, administrators and  
 assigns or successors in business as the case may be) of the other part.

Whereby it is mutually agreed as follows concerning a work at present entitled  
 DEATH IS PART OF THE PROCESS

by Hilda Bernstein  
 (hereinafter called 'the Work') which is/~~is to be~~ published in English  
 by the Proprietors and which the Publishers wish to issue in the  
 DANISH language:

1. In consideration of the payments hereafter mentioned the Proprietors grant to the Publishers the exclusive Licence to publish the Work in volume form in the said language throughout the world. The Licence herein granted shall operate for a period of fifteen years from the date of this Agreement and shall be renewable for periods of not less than five years at the sole discretion of the Proprietors.
2. The Publishers shall publish the Work in the said language at their own expense. They shall cause the translation to be made from the current English edition faithfully and accurately by a competent translator. The Publishers, if requested to do so, shall submit their translation to the Proprietors for approval, and in that event the Publishers shall not proceed with the printing of the Work until they have received such approval in writing. The Publishers shall, unless prevented by circumstances outside their control, publish their edition of the Work within 24 months of the date of this Agreement. If the Publishers fail to issue the Work on or before that date all rights granted by this Agreement shall revert to the Proprietors forthwith without further notice and the advance payment provided for in Clause 6 hereof shall be forfeited, without prejudice to any claim which the Proprietors may have for damages or otherwise.
3. The Publishers shall not abridge, expand or otherwise alter the Work, including illustrations where applicable, in any way without the written consent of the Proprietors.
4. The Publishers shall include in their edition the names of the author and the Proprietors, and the title of the Work in English, and in addition the Publishers shall reproduce the copyright notice in exactly the same form (including the date of original publication) as in the Proprietors' edition of the Work.
5. The paper, printing, binding, jackets or covers and embellishments, the promotion, the manner and extent of advertisement, the number and distribution of free copies for the Press or otherwise, the reprinting, pricing and terms of sale of the first and any subsequent edition of the Work issued by the Publishers shall be in the sole discretion of the Publishers, who shall in all other respects (except only as herein provided) have the entire control of the publication.

6. The Publishers shall pay to the Proprietors on signature of this Agreement the sum of £150 & £150 on publication which shall be in advance and on account of all sums that may become due to the Proprietors under this Agreement and its payment to and receipt by the Proprietors shall be a condition of this Agreement coming into effect.

7(a) The Publishers shall pay to the Proprietors royalties of

6% (six per cent)

on the published price of all copies sold, provided that no royalties shall be paid on copies of the Work sold at cost or less, presented to the Proprietors, presented in the interests of the sale of the Work, lost through theft or damaged or destroyed by fire, water, in transit or otherwise.

(b) The Publishers shall make up accounts of sales of the Work ~~half~~-yearly to 31st December ~~and~~ each year and the said accounts shall be delivered to the Proprietors within ~~one~~ month thereafter respectively. The Publishers shall at the time of delivery of the said statements of accounts pay any sums shown thereby to be ~~due~~ due in sterling, without deductions for exchange, taxation or otherwise.

(c) The Proprietors or their authorised representative shall have the right upon written request to examine the records of account of the Publishers in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Proprietors unless errors exceeding 10 pounds to their disadvantage shall be found, in which case the cost shall be paid by the Publishers.

(d) Should any payment specified herein be three months overdue the rights hereby granted shall forthwith lapse and all rights conveyed by this Agreement shall without further notice revert to the Proprietors.

8. If, after a period of 3 years from the date of first publication hereunder, the Work shall in the opinion of the Publishers have ceased to have a remunerative sale, the Publishers shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock and shall pay the Proprietors on such copies ten per cent of the net amounts received by the Publishers, except that on any copies sold at cost price or less no royalty shall be payable.

9. All rights in the Work other than those expressly granted herein are reserved by the Proprietors.

10. This Agreement and the Licence hereby granted may not be assigned or transmitted in whole or in part by the Publishers without the written consent of the Proprietors.

11. The Publishers shall send to the Proprietors on publication six complimentary copies of each edition of the Work issued by the Publishers. The Proprietors shall have the right to purchase at normal trade terms further copies for personal use but not for resale.

12. If at any time the Publishers allow the Work to go out of print, and if they have failed to publish a new edition within eighteen months thereafter then in such case all rights granted under this Agreement shall revert to the Proprietors forthwith and without further notice and without prejudice to any monies already paid or then due to the Proprietors from the Publishers.

13. Should the Publishers at any time by themselves or anyone acting on their behalf fail to comply with any of the clauses or conditions set forth in this Agreement within six months after written notice from the Proprietors to rectify such failure, or should the Publishers go into liquidation other than voluntary liquidation for the purpose of and immediately followed by reconstruction, then in either event all rights granted under this Agreement shall revert to the Proprietors forthwith and without further notice, without prejudice to all rights of the Publishers in respect of any contracts or negotiations properly entered into by them with any third party prior to the

date of such reversion, without prejudice to any claim which the Proprietors may have for damages or otherwise and without prejudice to any monies already paid or then due to the Proprietors from the Publishers.

14. If at any time after the publication of the Publishers' edition of the Work the Proprietors shall issue a revised or further revised English edition and shall send a copy of it to the Publishers, then the Publishers shall not put in hand the printing of any further copies of their current edition without incorporating the revised matter therein. The Publishers shall nevertheless be at liberty to continue to sell any unrevised copies previously printed. The Publishers shall send to the Proprietors two copies of any revised edition when published.

15. If any difference shall arise between the Proprietors and the Publishers touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire, in accordance with the provision of the Arbitration Act 1950 or any amending or substituted statute for the time being in force.

16. This Agreement shall be governed by and interpreted in all respects in accordance with the Law of England.

*Patrick Browne*

.....  
for SINCLAIR BROWNE LTD

*Vagn Plenge*

.....  
FORLAGET HJULET

AGREEMENT

made and entered into this 14th day of March 1983  
BETWEEN X HILDA LILIAN BERNSTEIN  
of Y 5 ROTHWELL ST. LONDON NW1 8YH

(hereinafter called 'the Author') for himself, his personal representatives and assigns, of the one part and Sinclair Browne Ltd, of 10 Archway Close, London N19 3TD (hereinafter called 'the Publishers') for themselves, their successors and assigns, of the other part. Whereas the Author is writing or has written a literary work at present entitled:

(hereinafter called 'the Work') which the Author desires the Publishers to publish, whereby it is mutually agreed as follows:

1. The Author ~~undertakes to deliver~~ <sup>has delivered</sup> to the Publishers ~~not later than~~ <sup>consisting</sup> two complete typescripts of the text of the Work ready for the printer, ~~to consist of not less than~~ <sup>not more than</sup> approximately 120,000 words, together with all material which may be considered necessary for illustrating the Work. Should the Author neglect to comply with the aforesaid undertaking the Publishers may, if they think fit, decline to publish the Work, in which case this agreement shall be annulled, subject to the proviso that the Author shall not be at liberty to publish the Work elsewhere without first offering it to the Publishers on the terms specified in this agreement. Illustrative material supplied by the Author shall, unless otherwise agreed, be in a form suitable for reproduction and shall, when done with, be returned to the Author if he so requires.

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2. The Publishers shall not be responsible for any accidental loss of or damage to the Work, including illustrations or other material, while it is in their custody or in the course of production, in the absence of negligence by the Publishers, their servants or agents.

3. ~~The Author shall without payment or consideration additional to that herein provided supply the Publishers with an index, tables, bibliography and other similar material for the Work if in the opinion of the Publishers such material is desirable, and shall at any time assist the Publishers, as far as possible, by revision or otherwise in keeping the Work up to date.~~

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4. The Author shall inform the Publishers of the quotation or inclusion in the Work of any textual or illustrative or other material from any source and shall be responsible for ensuring that, where-ever necessary, written permission for the use of such material is obtained and the appropriate acknowledgement is made in the Work. The Author shall deliver to the Publishers for their retention any documents relating to the granting of the said permission. The Author shall bear the cost of any necessary fees for such permissions, although the Publisher may agree to pay such fees on the Author's behalf up to an agreed maximum amount and may deduct the same from any sums that become due to the Author under this Agreement.

5. The Author hereby warrants to the Publishers that he has full power to make this agreement, that the Work is in no way whatever a violation or an infringement of any existing copyright, that all statements contained therein purporting to be facts are true, and that it contains nothing defamatory, and the Author undertakes to indemnify and keep indemnified the Publishers from all claims and proceedings, damages and costs, which may be made, taken, or incurred by or against them on the ground that the Work is an infringement or a violation of any existing copyright, or contains anything defamatory.

6. If the Author shall refuse to the Publishers' satisfaction to amend or delete any passages in the work which the Publishers or their legal advisers consider may render the Publishers or their printers liable to prosecution or copies of the Work liable to seizure under the Obscene Publications Act 1959 or any legislation enacted to restrict publication similarly or to be actionable at law the Publishers may refuse to publish the Work and upon the Publishers giving notice in writing to the Author of such refusal the Author shall forthwith repay to the Publishers any sums advanced by the Publishers to the Author as provided hereunder and subject to such repayment this Agreement shall thereupon terminate and all rights granted to the Publishers hereunder shall revert automatically to the Author.

7. In consideration of the payments hereinafter mentioned, the Author hereby grants to the Publishers during the legal term of copyright the exclusive right and licence to ~~produce~~ <sup>produce</sup>, publish and ~~perform~~ the Work or any abridgement or portion of it in all editions, forms and languages throughout

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and the Author shall not prepare otherwise than for the Publishers any work which reproduces in identical or similar form any considerable part of the Work.

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8. The Publishers undertake that the name of the Author shall appear with due prominence on the title-page and on the binding and jacket of every copy produced and in all advertisements of the Work published by them, and that the following notice shall appear in compliance with the provisions of the Universal Copyright Convention.

Copyright ©

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It is agreed that if the Publishers consider that the copyright or their exclusive licence in the said Work has been infringed they shall be at liberty to take such steps as they may consider necessary for dealing with the matter, and if they desire to take proceedings they shall, on giving the Author an undertaking to pay all costs and expenses and to indemnify the Author against all liability for costs be entitled to use the Author's name as a party to such proceedings, but at the same time to control, settle, or compromise as they think fit. The net proceeds (after all costs have been paid) of any claim against infringement of the copyright of the Work shall be divided equally between the Author and the Publishers.

9. The Publishers, upon delivery and approval (and the Publishers' decision to approve or disapprove shall be final) of two typescripts of the text and a complete set of illustrations of the Work, shall within one year, unless prevented by circumstances beyond their control, publish the Work and use their best endeavours to sell the same. The Publishers shall have absolute discretion concerning all details of, and shall have the entire control of, the production, typography, cover design, publication, promotion and advertising, price, and terms of sale of the Work.

10. The Author shall correct the proofs of the Work and return them to the Publishers within three weeks, and all costs of corrections and alterations in the proof sheets (other than printer's errors) exceeding 10% (ten per cent) of the costs of the typesetting as per printer's invoice shall be borne by the Author, the charge for such excess corrections to be set against any payments due to the Author under this agreement. In the event of such charge exceeding the payments due to the Author under this agreement, the Author agrees to pay the Publishers the balance due on receipt of the account setting forth such charge.

11. The Publishers shall make up accounts of sale half-yearly to the 30th day of June and 31st day of December each year and deliver and settle these on or before the next succeeding 30th day of September and 31st day of March respectively, paying the Author, except as hereinafter provided, royalties or fees as follows:

- i. On copies of the full price edition sold in the United Kingdom and the Republic of Ireland (except as provided hereunder) calculated on the published price:  
*10% on first 5,000 and 12 1/2% thereafter*
- ii. On copies of the Work sold at special discounts for export: 10% (ten per cent) of the net amount received by the Publishers
- iii. On copies of the Work sold to a book club at a discount of 50% (fifty per cent) or more of the published price 10% (ten per cent) of the net amount received by the Publishers.
- iv. In the case of an edition manufactured by a book club under licence from the Publishers: 50% (fifty per cent) of royalties received by the Publishers.
- v. On copies of the Work manufactured for an overseas publisher and sold at a price inclusive of royalty: 10% (ten per cent) of the net amount received by the Publishers.
- vi. On cheaper hardback editions published by the Publishers: 10% (ten per cent) of the published price on all copies sold in the United Kingdom and the Republic of Ireland and 10% (ten per cent) of the price received on all copies sold for export BUT no cheap edition shall be published within one year from the date of first publication without the consent of the Author.
- vii. In the event of any sheet edition sale: 10% (ten per cent) of the net amounts received.
- viii. On copies remaindered at above cost price: 10% (ten per cent) of the net amounts received. No royalty shall be payable on copies remaindered at or below cost price.
- ix. In respect of any payment received for the use of the Work in any country not a signatory of the Berne Union or the Universal Copyright Convention, the Author and the Publishers shall share in the proportion 80% (eighty per cent) to the Author and 20% (twenty per cent) to the Publishers.
- x. In the event of the Publishers arranging for a library edition, large print edition, omnibus edition, anthology or school edition to be manufactured and published by another publisher 50% (fifty per cent) of all monies received.

- x. In the event of the sale or licensing of volume and publication rights in the Work in the United States of America:
  - (a) The Publishers shall pay to the Author 80% (eighty per cent) of all sums received by them in royalties or fees for subsidiary rights from any such sale or licensing
  - (b) where the Publishers sell copies of the Work in volume or sheet form for a price inclusive of royalty, the Publishers shall pay to the Author a royalty of 10% (ten per cent) of the net sums received by the Publisher in respect of such sale.

12. The Publishers shall pay to the Author the following percentages of all monies due to and received by them in respect of the sale or licensing by them of the undermentioned rights within the territory covered by and during the term of this agreement.

- i. First serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper beginning before publication of the Work in volume form): 80% (eighty per cent).
- ii. Dramatic and cinematograph film rights: 80% (eighty per cent).
- iii. Television and sound broadcasting rights: 80% (eighty per cent).
- iv. Translation rights: 80% (eighty per cent).
- v. Second and subsequent serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper following publication of the Work in volume form): 80% (eighty per cent).
- vi. The right to reproduce extracts from the Work in books, periodicals, and elsewhere, including any maps, plans, or other illustrations provided by the Author: 50% (fifty per cent).
- vii. Digest rights (i.e. the right to publish an abridgement of the Work in a single issue of a periodical or newspaper) and digest book condensation rights (i.e. the right to publish an abridgement of the Work in volume form): 50% (fifty per cent).
- viii. Single issue rights (sometimes known as one-shot newspaper or periodical rights) (i.e. the right to publish the complete Work in a single issue of a periodical or newspaper): 50% (fifty per cent).
- ix. The right to produce or reproduce the Work or any part thereof by film microphotography, xerography, or gramophone records or by means of any other contrivance, whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with broadcasting or a commercial cinematography film: 50% (fifty per cent) (but see clause 16 below).
- x. Strip cartoon rights (sometimes called picturization book rights) and merchandising rights: 50% (fifty per cent).

13. In the event of the publication by the Publishers of a paperback edition of the Work or in the event of the sale or licensing by the Publishers of paperback rights in the Work within the territory covered by this agreement the Publishers shall pay to the Author:

- i. when the publisher is Sinclair Browne Ltd. or associated imprint a royalty of  
*seven per cent (7%)*
- ii. when the publisher so licensed is a publisher other than Sinclair Browne or one of its associated companies 55% (fifty five per cent) of the actual receipts from such sale or licensing.

14. In the event of the production and publication by the Publishers of the Work or any part of the Work by means of film microphotography, xerography, or gramophone records or by means of any other contrivance, whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with broadcasting or a commercial cinematography film, the Publisher shall pay to the Author a royalty of 10% (ten per cent) of the United Kingdom selling price on all copies sold.

15. In the event of the sale or licensing by the Publishers of an edition of the Work other than as provided for above the Publishers shall pay to the Author a royalty to be mutually agreed.

~~16. Should the Author be unable by reason of death or otherwise, or should he unreasonably refuse, to keep the Work up to date, the Publishers may employ some other person to do so and may deduct the expense thereof from any sums payable to the Author under the terms of this agreement.~~

16. No serialisation, abridgement or condensation of the work shall be made without the author's approval, provided the author is available for consultation.

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17. If after a period of eighteen months from the date of first publication thereof in the opinion of the Publishers any edition of the Work shall have ceased to have a remunerative sale, the Publishers shall be at liberty to dispose of any copies remaining on hand as a remainder or at a reduced price (including copies for sale in the National Book Sale) and shall pay the Author on such copies 10% (ten per cent) of the net amount received, except that on any copies sold at cost price or less no royalty shall be payable; but it is agreed that, in the event of the Publishers deciding to sell off copies of any edition of the Work at a reduced price or as a remainder, they shall give the Author the first offer of purchasing such copies at the proposed reduced price. Such offer shall be considered as having been declined should the Publishers fail within fourteen days to receive a reply to their proposal from the Author at his last known address.

18. On the day of the first publication of the Work the Publishers shall deliver to the Author, free of charge, ~~2~~ <sup>12 (twelve)</sup> presentation copies in all formats of the Work. The Author shall have the right to purchase further copies of any edition for personal use but not for resale, at a discount of 35% on the current list price.

19. No royalty shall be paid on copies of the Work destroyed by fire, water, in transit, or otherwise, or on copies of the Work presented to the Author or to the Press, or given away in the interest of the Work, or remaindered or otherwise sold below cost.

20. Should the Publishers at any time by themselves or any one acting on their behalf wilfully fail to fulfil or comply with any of the provisions of this agreement within three months after written notification from the Author of such failure, or should the Publishers go into liquidation other than for the purpose of amalgamation or reconstruction only, the Author may forthwith by notice in writing withdraw the right of printing and publishing the Work granted under this agreement, without prejudice to any rights of the Publishers and any third party in respect of any agreement properly entered into by the Publishers hereunder with any such party and provided that the Publishers shall be permitted to sell all copies of the work printed by them prior to receiving such notice subject to payment of royalties as herein provided and without prejudice to any claim which the Author may have for monies due.

21. If after the expiration of five years from the date of first publication by the Publishers, the Work is not available in any edition or form published or licensed by the Publishers, and the Publishers shall fail to put in hand a new edition or form within six months of having received a written request from the Author to do so, then all rights conveyed in this agreement shall revert to the Author without further notice, without prejudice to any rights of the Publishers and any third party in respect of any agreement properly entered into by the Publishers hereunder with any such party, and without prejudice to any claim which the Author may have for monies due.

22. If any difference shall arise between the Publishers and the Author touching the meaning of this agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire, in accordance with the provisions of the Arbitration Act of 1950, or any statutory modification or re-enactment thereof for the time being in force.

23. The Author shall have the right, <sup>by herself or in any person appointed by her</sup> not more than once in each year, and upon giving not less than 14 days written notice to the Publisher, to examine the books of account of the Publishers so far as they relate to the sales of the Work. Such examination shall be by appointment during normal office hours.

24. This agreement shall be subject to and construed to the law of England.

25. The Publishers shall be entitled to authorize free of charge transcription of the Work into Braille and/or the recording of the Work as a 'talking book' for the use of the blind.

26. The Publishers shall pay the Author in advance and on account of all sums that may become due to the Author under the provisions of this agreement as follows:

£500 on signature of the contract  
£500 on publication

As witness the hands of the Author and of the Publishers by one of their directors:

Hilda Lilian Bernstein

5 Rothwell St London NW1 8YH

HILDA LILIAN BERNSTEIN

AGREEMENT

made and entered into this <sup>thirtieth</sup> day of <sup>March</sup> 19 <sup>83</sup>  
BETWEEN X HILDA LILIAN BERNSTEIN X  
of X 5 ROTHWELL ST. LONDON NW1 8YH X

(hereinafter called 'the Author') for himself, his personal representatives and assigns, of the one part and Sinclair Browne Ltd, of 10 Archway Close, London N19 3TD (hereinafter called 'the Publishers') for themselves, their successors and assigns, of the other part. Whereas the Author is writing or has written a literary work at present entitled:

(hereinafter called 'the Work') which the Author desires the Publishers to publish, whereby it is mutually agreed as follows:

1. The Author <sup>has delivered</sup> ~~undertakes to deliver~~ to the Publishers <sup>consisting</sup> ~~not later than~~ two complete typescripts of the text of the Work ready for the printer, <sup>to consist of</sup> ~~not less than~~ <sup>not more than/approximately 120,000</sup> words, together with all material which may be considered necessary for illustrating the Work. Should the Author neglect to comply with the aforesaid undertaking the Publishers may, if they think fit, decline to publish the Work, in which case this agreement shall be annulled, subject to the proviso that the Author shall not be at liberty to publish the Work elsewhere without first offering it to the Publishers on the terms specified in this agreement. Illustrative material supplied by the Author shall, unless otherwise agreed, be in a form suitable for reproduction and shall, when done with, be returned to the Author if he so requires.

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2. The Publishers shall not be responsible for any accidental loss of or damage to the Work, including illustrations or other material, while it is in their custody or in the course of production, in the absence of negligence by the Publishers, their servants or agents.

3. ~~The Author shall without payment or consideration additional to that herein provided supply the Publishers with an index, tables, bibliography and other similar material for the Work if in the opinion of the Publishers such material is desirable, and shall at any time assist the Publishers, as far as possible, by revision or otherwise in keeping the Work up to date.~~

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4. The Author shall inform the Publishers of the quotation or inclusion in the Work of any textual or illustrative or other material from any source and shall be responsible for ensuring that, wherever necessary, written permission for the use of such material is obtained and the appropriate acknowledgement is made in the Work. The Author shall deliver to the Publishers for their retention any documents relating to the granting of the said permission. The Author shall bear the cost of any necessary fees for such permissions, although the Publisher may agree to pay such fees on the Author's behalf up to an agreed maximum amount and may deduct the same from any sums that become due to the Author under this Agreement.

5. The Author hereby warrants to the Publishers that he has full power to make this agreement, that the Work is in no way whatever a violation or an infringement of any existing copyright, that all statements contained therein purporting to be facts are true, and that it contains nothing defamatory, and the Author undertakes to indemnify and keep indemnified the Publishers from all claims and proceedings, damages and costs, which may be made, taken, or incurred by or against them on the ground that the Work is an infringement or a violation of any existing copyright, or contains anything defamatory.

6. If the Author shall refuse to the Publishers' satisfaction to amend or delete any passages in the work which the Publishers or their legal advisers consider may render the Publishers or their printers liable to prosecution or copies of the Work liable to seizure under the Obscene Publications Act 1959 or any legislation enacted to restrict publication similarly or to be actionable at law the Publishers may refuse to publish the Work and upon the Publishers giving notice in writing to the Author of such refusal the Author shall forthwith repay to the Publishers any sums advanced by the Publishers to the Author as provided hereunder and subject to such repayment this Agreement shall thereupon terminate and all rights granted to the Publishers hereunder shall revert automatically to the Author.

7. In consideration of the payments hereinafter mentioned, the Author hereby grants to the Publishers during the legal term of copyright the exclusive right and licence to ~~produce~~ <sup>produce, publish and perform</sup> the Work or any abridgement or portion of it in all editions, forms and languages throughout

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and the Author shall not prepare otherwise than for the Publishers any work which reproduces in identical or similar form any considerable part of the Work.



8. The Publishers undertake that the name of the Author shall appear with due prominence on the title-page and on the binding and jacket of every copy produced and in all advertisements of the Work published by them, and that the following notice shall appear in compliance with the provisions of the Universal Copyright Convention.

Copyright ©

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It is agreed that if the Publishers consider that the copyright or their exclusive licence in the said Work has been infringed they shall be at liberty to take such steps as they may consider necessary for dealing with the matter, and if they desire to take proceedings they shall, on giving the Author an undertaking to pay all costs and expenses and to indemnify the Author against all liability for costs be entitled to use the Author's name as a party to such proceedings, but at the same time to control, settle, or compromise as they think fit. The net proceeds (after all costs have been paid) of any claim against infringement of the copyright of the Work shall be divided equally between the Author and the Publishers.

9. The Publishers, upon delivery and approval (and the Publishers' decision to approve or disapprove shall be final) of two typescripts of the text and a complete set of illustrations of the Work, shall within one year, unless prevented by circumstances beyond their control, publish the Work and use their best endeavours to sell the same. The Publishers shall have absolute discretion concerning all details of, and shall have the entire control of, the production, typography, cover design, publication, promotion and advertising, price, and terms of sale of the Work.

10. The Author shall correct the proofs of the Work and return them to the Publishers within three weeks, and all costs of corrections and alterations in the proof sheets (other than printer's errors) exceeding 10% (ten per cent) of the costs of the typesetting as per printer's invoice shall be borne by the Author, the charge for such excess corrections to be set against any payments due to the Author under this agreement. In the event of such charge exceeding the payments due to the Author under this agreement, the Author agrees to pay the Publishers the balance due on receipt of the account setting forth such charge.

11. The Publishers shall make up accounts of sale half-yearly to the 30th day of June and 31st day of December each year and deliver and settle these on or before the next succeeding 30th day of September and 31st day of March respectively, paying the Author, except as hereinafter provided, royalties or fees as follows:

- i. On copies of the full price edition sold in the United Kingdom and the Republic of Ireland (except as provided hereunder) calculated on the published price:  
*10% on first 5,000 and 12 1/2% hereafter*
- ii. On copies of the Work sold at special discounts for export: 10% (ten per cent) of the net amount received by the Publishers
- iii. On copies of the Work sold to a book club at a discount of 50% (fifty per cent) or more of the published price 10% (ten per cent) of the net amount received by the Publishers.
- iv. In the case of an edition manufactured by a book club under licence from the Publishers: 50% (fifty per cent) of royalties received by the Publishers.
- v. On copies of the Work manufactured for an overseas publisher and sold at a price inclusive of royalty: 10% (ten per cent) of the net amount received by the Publishers.
- vi. On cheaper hardback editions published by the Publishers: 10% (ten per cent) of the published price on all copies sold in the United Kingdom and the Republic of Ireland and 10% (ten per cent) of the price received on all copies sold for export BUT no cheap edition shall be published within one year from the date of first publication without the consent of the Author.
- vii. In the event of any sheet edition sale: 10% (ten per cent) of the net amounts received.
- viii. On copies remaindered at above cost price: 10% (ten per cent) of the net amounts received. No royalty shall be payable on copies remaindered at or below cost price.
- ix. In respect of any payment received for the use of the Work in any country not a signatory of the Berne Union or the Universal Copyright Convention, the Author and the Publishers shall share in the proportion 80% (eighty per cent) to the Author and 20% (twenty per cent) to the Publishers.
- x. In the event of the Publishers arranging for a library edition, large print edition, omnibus edition, anthology or school edition to be manufactured and published by another publisher 50% (fifty per cent) of all monies received.

- xi. In the event of the sale or licensing of volume and publication rights in the Work in the United States of America:
  - (a) The Publishers shall pay to the Author 80% (eighty per cent) of all sums received by them in royalties or fees for subsidiary rights from any such sale or licensing
  - (b) where the Publishers sell copies of the Work in volume or sheet form for a price inclusive of royalty, the Publishers shall pay to the Author a royalty of 10% (ten per cent) of the net sums received by the Publisher in respect of such sale.

12. The Publishers shall pay to the Author the following percentages of all monies due to and received by them in respect of the sale or licensing by them of the undermentioned rights within the territory covered by and during the term of this agreement.

- i. First serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper beginning before publication of the Work in volume form): 80% (eighty per cent).
- ii. Dramatic and cinematograph film rights: 80% (eighty per cent).
- iii. Television and sound broadcasting rights: 80% (eighty per cent).
- iv. Translation rights: 80% (eighty per cent).
- v. Second and subsequent serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper following publication of the Work in volume form): 80% (eighty per cent).
- vi. The right to reproduce extracts from the Work in books, periodicals, and elsewhere, including any maps, plans, or other illustrations provided by the Author: 50% (fifty per cent).
- vii. Digest rights (i.e. the right to publish an abridgement of the Work in a single issue of a periodical or newspaper) and digest book condensation rights (i.e. the right to publish an abridgement of the Work in volume form): 50% (fifty per cent).
- viii. Single issue rights (sometimes known as one-shot newspaper or periodical rights) (i.e. the right to publish the complete Work in a single issue of a periodical or newspaper): 50% (fifty per cent).
- ix. The right to produce or reproduce the Work or any part thereof by film microphotography, xerography, or gramophone records or by means of any other contrivance, whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with broadcasting or a commercial cinematography film: 50% (fifty per cent) (but see clause 16 below).
- x. Strip cartoon rights (sometimes called picturization book rights) and merchandising rights: 50% (fifty per cent).

13. In the event of the publication by the Publishers of a paperback edition of the Work or in the event of the sale or licensing by the Publishers of paperback rights in the Work within the territory covered by this agreement the Publishers shall pay to the Author:

- i. when the publisher is Sinclair Browne Ltd. or associated imprint a royalty of *seven per cent (7%)*
- ii. when the publisher so licensed is a publisher other than Sinclair Browne or one of its associated companies 55% (fifty five per cent) of the actual receipts from such sale or licensing.

*MB  
PUAHS*

14. In the event of the production and publication by the Publishers of the Work or any part of the Work by means of film microphotography, xerography, or gramophone records or by means of any other contrivance, whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with broadcasting or a commercial cinematography film, the Publisher shall pay to the Author a royalty of 10% (ten per cent) of the United Kingdom selling price on all copies sold.

15. In the event of the sale or licensing by the Publishers of an edition of the Work other than as provided for above the Publishers shall pay to the Author a royalty to be mutually agreed.

~~16. Should the Author be unable by reason of death or otherwise, or should he unreasonably refuse, to keep the Work up to date, the Publishers may employ some other person to do so and may deduct the expense thereof from any sums payable to the Author under the terms of this agreement.~~

16a. No serialisation, abridgement or condensation of the work shall be made without the author's approval, provided the author is available for consultation.

*MB  
PUAHS*

17. If after a period of eighteen months from the date of first publication thereof in the opinion of the Publishers any edition of the Work shall have ceased to have a remunerative sale, the Publishers shall be at liberty to dispose of any copies remaining on hand as a remainder or at a reduced price (including copies for sale in the National Book Sale) and shall pay the Author on such copies 10% (ten per cent) of the net amount received, except that on any copies sold at cost price or less no royalty shall be payable; but it is agreed that, in the event of the Publishers deciding to sell off copies of any edition of the Work at a reduced price or as a remainder, they shall give the Author the first offer of purchasing such copies at the proposed reduced price. Such offer shall be considered as having been declined should the Publishers fail within fourteen days to receive a reply to their proposal from the Author at his last known address.

1/13  
PUBS

18. On the day of the first publication of the Work the Publishers shall deliver to the Author, free of charge, <sup>12</sup> ~~(12)~~ presentation copies in all formats of the Work. The Author shall have the right to purchase further copies of any edition for personal use but not for resale, at a discount of 35% on the current list price.

19. No royalty shall be paid on copies of the Work destroyed by fire, water, in transit, or otherwise, or on copies of the Work presented to the Author or to the Press, or given away in the interest of the Work, or remaindered or otherwise sold below cost.

20. Should the Publishers at any time by themselves or any one acting on their behalf wilfully fail to fulfil or comply with any of the provisions of this agreement within three months after written notification from the Author of such failure, or should the Publishers go into liquidation other than for the purpose of amalgamation or reconstruction only, the Author may forthwith by notice in writing withdraw the right of printing and publishing the Work granted under this agreement, without prejudice to any rights of the Publishers and any third party in respect of any agreement properly entered into by the Publishers hereunder with any such party and provided that the Publishers shall be permitted to sell all copies of the work printed by them prior to receiving such notice subject to payment of royalties as herein provided and without prejudice to any claim which the Author may have for monies due.

21. If after the expiration of five years from the date of first publication by the Publishers, the Work is not available in any edition or form published or licensed by the Publishers, and the Publishers shall fail to put in hand a new edition or form within six months of having received a written request from the Author to do so, then all rights conveyed in this agreement shall revert to the Author without further notice, without prejudice to any rights of the Publishers and any third party in respect of any agreement properly entered into by the Publishers hereunder with any such party, and without prejudice to any claim which the Author may have for monies due.

22. If any difference shall arise between the Publishers and the Author touching the meaning of this agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire, in accordance with the provisions of the Arbitration Act of 1950, or any statutory modification or re-enactment thereof for the time being in force.

1/13  
PUBS

*by herself or in any person appointed by her*

23. The Author shall have the right <sup>by herself or in any person appointed by her</sup> not more than once in each year, and upon giving not less than 14 days written notice to the Publisher, to examine the books of account of the Publishers so far as they relate to the sales of the Work. Such examination shall be by appointment during normal office hours.

24. This agreement shall be subject to and construed to the law of England.

25. The Publishers shall be entitled to authorize free of charge transcription of the Work into Braille and/or the recording of the Work as a 'talking book' for the use of the blind.

26. The Publishers shall pay the Author in advance and on account of all sums that may become due to the Author under the provisions of this agreement as follows:

£500 on signature of the contract  
£500 on publication

As witness the hands of the Author and of the Publishers by one of their directors:

Hilda Bernstein

5 Rothwell St London NW1 8YH

HILDA LILIAN BERNSTEIN



Could not drop out of film or dramatic rights without my prior consent or broadcasting

AGREEMENT

made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

BETWEEN ~~SINCLAIR BROWNE LTD~~

PLATE

of

(hereinafter called 'the Author') for himself, his personal representatives and assigns, of the one part and Sinclair Browne Ltd, of 10 Archway Close, London N19 3TD (hereinafter called 'the Publishers') for themselves, their successors and assigns, of the other part. Whereas the Author is writing or has written a literary work at present entitled:

DEATH IS PART OF PROCESS

(hereinafter called 'the Work') which the Author desires the Publishers to publish, whereby it is mutually agreed as follows:

1. The Author undertakes to deliver to the Publishers not later than Dec. 31st 1982 two complete typescripts of the text of the Work ready for the printer, to consist of ~~not less than/~~ ~~not more than/~~ approximately 100,000 words, together with all material which may be considered necessary for illustrating the Work. Should the Author neglect to comply with the aforesaid undertaking the Publishers may, if they think fit, decline to publish the Work, in which case this agreement shall be annulled, subject to the proviso that the Author shall not be at liberty to publish the Work elsewhere without first offering it to the Publishers on the terms specified in this agreement. Illustrative material supplied by the Author shall, unless otherwise agreed, be in a form suitable for reproduction and shall, when done with, be returned to the Author if he so requires.

2. The Publishers shall not be responsible for any accidental loss of or damage to the Work, including illustrations or other material, while it is in their custody or in the course of production, in the absence of negligence by the Publishers, their servants or agents.

3. The Author shall without payment or consideration additional to that herein provided supply the Publishers with an index, tables, bibliography and other similar material for the Work if in the opinion of the Publishers such material is desirable, and shall at any time assist the Publishers, as far as possible, by revision or otherwise in keeping the Work up to date.

4. The Author shall inform the Publishers of the quotation or inclusion in the Work of any textual or illustrative or other material from any source and shall be responsible for ensuring that, where-ever necessary, written permission for the use of such material is obtained and the appropriate acknowledgement is made in the Work. The Author shall deliver to the Publishers for their retention any documents relating to the granting of the said permission. The Author shall bear the cost of any necessary fees for such permissions, although the Publisher may agree to pay such fees on the Author's behalf up to an agreed maximum amount and may deduct the same from any sums that become due to the Author under this Agreement.

5. The Author hereby warrants to the Publishers that he has full power to make this agreement, that the Work is in no way whatever a violation or an infringement of any existing copyright, that all statements contained therein purporting to be facts are true, and that it contains nothing defamatory, and the Author undertakes to indemnify and keep indemnified the Publishers from all claims and proceedings, damages and costs, which may be made, taken, or incurred by or against them on the ground that the Work is an infringement or a violation of any existing copyright, or contains anything defamatory.

6. If the Author shall refuse to the Publishers' satisfaction to amend or delete any passages in the work which the Publishers or their legal advisers consider may render the Publishers or their printers liable to prosecution or copies of the Work liable to seizure under the Obscene Publications Act 1959 or any legislation enacted to restrict publication similarly or to be actionable at law the Publishers may refuse to publish the Work and upon the Publishers giving notice in writing to the Author of such refusal the Author shall forthwith repay to the Publishers any sums advanced by the Publishers to the Author as provided hereunder and subject to such repayment this Agreement shall thereupon terminate and all rights granted to the Publishers hereunder shall revert automatically to the Author.

7. In consideration of the payments hereinafter mentioned, the Author hereby grants to the Publishers during the legal term of copyright the exclusive right and licence to produce, publish and perform the Work or any abridgement or portion of it in all editions, forms and languages throughout

THE WORLD

and the Author shall not prepare otherwise than for the Publishers any work which reproduces in identical or similar form any considerable part of the Work.

8. The Publishers undertake that the name of the Author shall appear with due prominence on the title-page and on the binding and jacket of every copy produced and in all advertisements of the Work published by them, and that the following notice shall appear in compliance with the provisions of the Universal Copyright Convention.

Copyright ©

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It is agreed that if the Publishers consider that the copyright or their exclusive licence in the said Work has been infringed they shall be at liberty to take such steps as they may consider necessary for dealing with the matter, and if they desire to take proceedings they shall, on giving the Author an undertaking to pay all costs and expenses and to indemnify the Author against all liability for costs be entitled to use the Author's name as a party to such proceedings, but at the same time to control, settle, or compromise as they think fit. The net proceeds (after all costs have been paid) of any claim against infringement of the copyright of the Work shall be divided equally between the Author and the Publishers.

9. The Publishers, upon delivery and approval (and the Publishers' decision to approve or disapprove shall be final) of two typescripts of the text and a complete set of illustrations of the Work, shall within one year, unless prevented by circumstances beyond their control, publish the Work and use their best endeavours to sell the same. The Publishers shall have absolute discretion concerning all details of, and shall have the entire control of, the production, typography, cover design, publication, promotion and advertising, price, and terms of sale of the Work.

10. The Author shall correct the proofs of the Work and return them to the Publishers within three weeks, and all costs of corrections and alterations in the proof sheets (other than printer's errors) exceeding 10% (ten per cent) of the costs of the typesetting as per printer's invoice shall be borne by the Author, the charge for such excess corrections to be set against any payments due to the Author under this agreement. In the event of such charge exceeding the payments due to the Author under this agreement, the Author agrees to pay the Publishers the balance due on receipt of the account setting forth such charge.

11. The Publishers shall make up accounts of sale half-yearly to the 30th day of June and 31st day of December each year and deliver and settle these on or before the next succeeding 30th day of September and 31st day of March respectively, paying the Author, except as hereinafter provided, royalties or fees as follows:

- i. On copies of the full price edition sold in the United Kingdom and the Republic of Ireland (except as provided hereunder) calculated on the published price: 10% (ten per cent)
- ii. On copies of the Work sold at special discounts for export: 10% (ten per cent) of the net amount received by the Publishers
- iii. On copies of the Work sold to a book club at a discount of 50% (fifty per cent) or more of the published price 10% (ten per cent) of the net amount received by the Publishers.
- iv. In the case of an edition manufactured by a book club under licence from the Publishers: 50% (fifty per cent) of royalties received by the Publishers.
- v. On copies of the Work manufactured for an overseas publisher and sold at a price inclusive of royalty: 10% (ten per cent) of the net amount received by the Publishers.
- vi. On cheaper hardback editions published by the Publishers: 10% (ten per cent) of the published price on all copies sold in the United Kingdom and the Republic of Ireland and 10% (ten per cent) of the price received on all copies sold for export BUT no cheap edition shall be published within one year from the date of first publication without the consent of the Author.
- vii. In the event of any sheet edition sale: 10% (ten per cent) of the net amounts received.
- viii. On copies remaindered at above cost price: 10% (ten per cent) of the net amounts received. No royalty shall be payable on copies remaindered at or below cost price.
- ix. In respect of any payment received for the use of the Work in any country not a signatory of the Berne Union or the Universal Copyright Convention, the Author and the Publishers shall share in the proportion 80% (eighty per cent) to the Author and 20% (twenty per cent) to the Publishers.
- x. In the event of the Publishers arranging for a library edition, large print edition, omnibus edition, anthology or school edition to be manufactured and published by another publisher 50% (fifty per cent) of all monies received.

- xI. In the event of the sale or licensing of volume and publication rights in the Work in the United States of America:
  - (a) The Publishers shall pay to the Author 80% (eighty per cent) of all sums received by them in royalties or fees for subsidiary rights from any such sale or licensing
  - (b) where the Publishers sell copies of the Work in volume or sheet form for a price inclusive of royalty, the Publishers shall pay to the Author a royalty of 10% (ten per cent) of the net sums received by the Publisher in respect of such sale.

12. The Publishers shall pay to the Author the following percentages of all monies due to and received by them in respect of the sale or licensing by them of the undermentioned rights within the territory covered by and during the term of this agreement.

- i. First serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper beginning before publication of the Work in volume form): 80% (eighty per cent).
- ii. Dramatic and cinematograph film rights: 80% (eighty per cent).
- iii. Television and sound broadcasting rights: 80% (eighty per cent).
- iv. Translation rights: 80% (eighty per cent).
- v. Second and subsequent serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper following publication of the Work in volume form): 80% (eighty per cent).
- vi. The right to reproduce extracts from the Work in books, periodicals, and elsewhere, including any maps, plans, or other illustrations provided by the Author: 50% (fifty per cent).
- vii. Digest rights (i.e. the right to publish an abridgement of the Work in a single issue of a periodical or newspaper) and digest book condensation rights (i.e. the right to publish an abridgement of the Work in volume form): 50% (fifty per cent).
- viii. Single issue rights (sometimes known as one-shot newspaper or periodical rights) (i.e. the right to publish the complete Work in a single issue of a periodical or newspaper): 50% (fifty per cent).
- ix. The right to produce or reproduce the Work or any part thereof by film microphotography, xerography, or gramophone records or by means of any other contrivance, whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with broadcasting or a commercial cinematography film: 50% (fifty per cent) (but see clause 16 below).
- x. Strip cartoon rights (sometimes called picturization book rights) and merchandising rights: 50% (fifty per cent).

13. In the event of the publication by the Publishers of a paperback edition of the Work or in the event of the sale or licensing by the Publishers of paperback rights in the Work within the territory covered by this agreement the Publishers shall pay to the Author:

- i. when the publisher is Sinclair Browne Ltd. or associated imprint a royalty of  $7\frac{1}{2}\%$
- ii. when the publisher so licensed is a publisher other than Sinclair Browne or one of its associated companies 55% (fifty five per cent) of the actual receipts from such sale or licensing.

14. In the event of the production and publication by the Publishers of the Work or any part of the Work by means of film microphotography, xerography, or gramophone records or by means of any other contrivance, whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with broadcasting or a commercial cinematography film, the Publisher shall pay to the Author a royalty of 10% (ten per cent) of the United Kingdom selling price on all copies sold.

15. In the event of the sale or licensing by the Publishers of an edition of the Work other than as provided for above the Publishers shall pay to the Author a royalty to be mutually agreed.

16. Should the Author be unable by reason of death or otherwise, or should he unreasonably refuse, to keep the Work up to date, the Publishers may employ some other person to do so and may deduct the expense thereof from any sums payable to the Author under the terms of this agreement.

17. If after a period of eighteen months from the date of first publication thereof in the opinion of the Publishers any edition of the Work shall have ceased to have a remunerative sale, the Publishers shall be at liberty to dispose of any copies remaining on hand as a remainder or at a reduced price (including copies for sale in the National Book Sale) and shall pay the Author on such copies 10% (ten per cent) of the net amount received, except that on any copies sold at cost price or less no royalty shall be payable; but it is agreed that, in the event of the Publishers deciding to sell off copies of any edition of the Work at a reduced price or as a remainder, they shall give the Author the first offer of purchasing such copies at the proposed reduced price. Such offer shall be considered as having been declined should the Publishers fail within fourteen days to receive a reply to their proposal from the Author at his last known address.

18. On the day of the first publication of the Work the Publishers shall deliver to the Author, free of charge, 6 (six) presentation copies in all formats of the Work. The Author shall have the right to purchase further copies of any edition for personal use but not for resale, at a discount of 35% on the current list price.

19. No royalty shall be paid on copies of the Work destroyed by fire, water, in transit, or otherwise, or on copies of the Work presented to the Author or to the Press, or given away in the interest of the Work, or remaindered or otherwise sold below cost.

20. Should the Publishers at any time by themselves or any one acting on their behalf wilfully fail to fulfil or comply with any of the provisions of this agreement within three months after written notification from the Author of such failure, or should the Publishers go into liquidation other than for the purpose of amalgamation or reconstruction only, the Author may forthwith by notice in writing withdraw the right of printing and publishing the Work granted under this agreement, without prejudice to any rights of the Publishers and any third party in respect of any agreement properly entered into by the Publishers hereunder with any such party and provided that the Publishers shall be permitted to sell all copies of the work printed by them prior to receiving such notice subject to payment of royalties as herein provided and without prejudice to any claim which the Author may have for monies due.

21. If after the expiration of five years from the date of first publication by the Publishers, the Work is not available in any edition or form published or licensed by the Publishers, and the Publishers shall fail to put in hand a new edition or form within six months of having received a written request from the Author to do so, then all rights conveyed in this agreement shall revert to the Author without further notice, without prejudice to any rights of the Publishers and any third party in respect of any agreement properly entered into by the Publishers hereunder with any such party, and without prejudice to any claim which the Author may have for monies due.

22. If any difference shall arise between the Publishers and the Author touching the meaning of this agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire, in accordance with the provisions of the Arbitration Act of 1950, or any statutory modification or re-enactment thereof for the time being in force.

23. The Author shall have the right not more than once in each year, and upon giving not less than 14 days written notice to the Publisher, to examine the books of account of the Publishers so far as they relate to the sales of the Work. Such examination shall be by appointment during normal office hours.

24. This agreement shall be subject to and construed to the law of England.

25. The Publishers shall be entitled to authorize free of charge transcription of the Work into Braille and/or the recording of the Work as a 'talking book' for the use of the blind.

26. The Publishers shall pay the Author in advance and on account of all sums that may become due to the Author under the provisions of this agreement as follows:

£1000 payable £400 on signature of this contract  
£400 on delivery of an approved m.s.  
£200 on day of publication

As witness the hands of the Author and of the Publishers by one of their directors:

..... Patrick Bourne .....

# A G R E E M E N T

made and entered into this

day of

19

BETWEEN

of

(hereinafter called 'the Author') for himself, his personal representatives and assigns, of the one part and Sinclair Browne Ltd, of 10 Archway Close, London N19 3TD (hereinafter called 'the Publishers') for themselves, their successors and assigns, of the other part. Whereas the Author is writing or has written a literary work at present entitled:

(hereinafter called 'the Work') which the Author desires the Publishers to publish, whereby it is mutually agreed as follows:

1. The Author undertakes to deliver to the Publishers not later than two complete typescripts of the text of the Work ready for the printer, to consist of *not less than/ not more than/approximately* words, together with all material which may be considered necessary for illustrating the Work. Should the Author neglect to comply with the aforesaid undertaking the Publishers may, if they think fit, decline to publish the Work, in which case this agreement shall be annulled, subject to the proviso that the Author shall not be at liberty to publish the Work elsewhere without first offering it to the Publishers on the terms specified in this agreement. Illustrative material supplied by the Author shall, unless otherwise agreed, be in a form suitable for reproduction and shall, when done with, be returned to the Author if he so requires.
2. The Publishers shall not be responsible for any accidental loss of or damage to the Work, including illustrations or other material, while it is in their custody or in the course of production, in the absence of negligence by the Publishers, their servants or agents.
3. The Author shall without payment or consideration additional to that herein provided supply the Publishers with an index, tables, bibliography and other similar material for the Work if in the opinion of the Publishers such material is desirable, and shall at any time assist the Publishers, as far as possible, by revision or otherwise in keeping the Work up to date.
4. The Author shall inform the Publishers of the quotation or inclusion in the Work of any textual or illustrative or other material from any source and shall be responsible for ensuring that, wherever necessary, written permission for the use of such material is obtained and the appropriate acknowledgement is made in the Work. The Author shall deliver to the Publishers for their retention any documents relating to the granting of the said permission. The Author shall bear the cost of any necessary fees for such permissions, although the Publisher may agree to pay such fees on the Author's behalf up to an agreed maximum amount and may deduct the same from any sums that become due to the Author under this Agreement.
5. The Author hereby warrants to the Publishers that he has full power to make this agreement, that the Work is in no way whatever a violation or an infringement of any existing copyright, that all statements contained therein purporting to be facts are true, and that it contains nothing defamatory, and the Author undertakes to indemnify and keep indemnified the Publishers from all claims and proceedings, damages and costs, which may be made, taken, or incurred by or against them on the ground that the Work is an infringement or a violation of any existing copyright, or contains anything defamatory.
6. If the Author shall refuse to the Publishers' satisfaction to amend or delete any passages in the work which the Publishers or their legal advisers consider may render the Publishers or their printers liable to prosecution or copies of the Work liable to seizure under the Obscene Publications Act 1959 or any legislation enacted to restrict publication similarly or to be actionable at law the Publishers may refuse to publish the Work and upon the Publishers giving notice in writing to the Author of such refusal the Author shall forthwith repay to the Publishers any sums advanced by the Publishers to the Author as provided hereunder and subject to such repayment this Agreement shall thereupon terminate and all rights granted to the Publishers hereunder shall revert automatically to the Author.
7. In consideration of the payments hereinafter mentioned, the Author hereby grants to the Publishers during the legal term of copyright the exclusive right and licence to produce, publish and perform the Work or any abridgement or portion of it in all editions, forms and languages throughout

and the Author shall not prepare otherwise than for the Publishers any work which reproduces in identical or similar form any considerable part of the Work.



8. The Publishers undertake that the name of the Author shall appear with due prominence on the title-page and on the binding and jacket of every copy produced and in all advertisements of the Work published by them, and that the following notice shall appear in compliance with the provisions of the Universal Copyright Convention.

Copyright ©

19

It is agreed that if the Publishers consider that the copyright or their exclusive licence in the said Work has been infringed they shall be at liberty to take such steps as they may consider necessary for dealing with the matter, and if they desire to take proceedings they shall, on giving the Author an undertaking to pay all costs and expenses and to indemnify the Author against all liability for costs be entitled to use the Author's name as a party to such proceedings, but at the same time to control, settle, or compromise as they think fit. The net proceeds (after all costs have been paid) of any claim against infringement of the copyright of the Work shall be divided equally between the Author and the Publishers.

9. The Publishers, upon delivery and approval (and the Publishers' decision to approve or disapprove shall be final) of two typescripts of the text and a complete set of illustrations of the Work, shall ~~within one year~~, unless prevented by circumstances beyond their control, publish the Work and use their best endeavours to sell the same. The Publishers shall have absolute discretion concerning all details of, and shall have the entire control of, the production, typography, cover design, publication, promotion and advertising, price, and terms of sale of the Work.

10. The Author shall correct the proofs of the Work and return them to the Publishers within three weeks, and all costs of corrections and alterations in the proof sheets (other than printer's errors) exceeding 10% (ten per cent) of the costs of the typesetting as per printer's invoice shall be borne by the Author, the charge for such excess corrections to be set against any payments due to the Author under this agreement. In the event of such charge exceeding the payments due to the Author under this agreement, the Author agrees to pay the Publishers the balance due on receipt of the account setting forth such charge.

11. The Publishers shall make up accounts of sale half-yearly to the 30th day of June and 31st day of December each year and deliver and settle these on or before the next succeeding 30th day of September and 31st day of March respectively, paying the Author, except as hereinafter provided, royalties or fees as follows:

- i. On copies of the full price edition sold in the United Kingdom and the Republic of Ireland (except as provided hereunder) calculated on the published price:
- ii. On copies of the Work sold at special discounts for export: 10% (ten per cent) of the net amount received by the Publishers
- iii. On copies of the Work sold to a book club at a discount of 50% (fifty per cent) or more of the published price 10% (ten per cent) of the net amount received by the Publishers.
- iv. In the case of an edition manufactured by a book club under licence from the Publishers: 50% (fifty per cent) of royalties received by the Publishers.
- v. On copies of the Work manufactured for an overseas publisher and sold at a price inclusive of royalty: 10% (ten per cent) of the net amount received by the Publishers.
- vi. On cheaper hardback editions published by the Publishers: 10% (ten per cent) of the published price on all copies sold in the United Kingdom and the Republic of Ireland and 10% (ten per cent) of the price received on all copies sold for export BUT no cheap edition shall be published within one year from the date of first publication without the consent of the Author.
- vii. In the event of any sheet edition sale: 10% (ten per cent) of the net amounts received.
- viii. On copies remaindered at above cost price: 10% (ten per cent) of the net amounts received. No royalty shall be payable on copies remaindered at or below cost price.
- ix. In respect of any payment received for the use of the Work in any country not a signatory of the Berne Union or the Universal Copyright Convention, the Author and the Publishers shall share in the proportion 80% (eighty per cent) to the Author and 20% (twenty per cent) to the Publishers.
- x. In the event of the Publishers arranging for a library edition, large print edition, omnibus edition, anthology or school edition to be manufactured and published by another publisher 50% (fifty per cent) of all monies received.

- xi. In the event of the sale or licensing of volume and publication rights in the Work in the United States of America:
  - (a) The Publishers shall pay to the Author 80% (eighty per cent) of all sums received by them in royalties or fees for subsidiary rights from any such sale or licensing
  - (b) where the Publishers sell copies of the Work in volume or sheet form for a price inclusive of royalty, the Publishers shall pay to the Author a royalty of 10% (ten per cent) of the net sums received by the Publisher in respect of such sale.

12. The Publishers shall pay to the Author the following percentages of all monies due to and received by them in respect of the sale or licensing by them of the undermentioned rights within the territory covered by and during the term of this agreement.

- i. First serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper beginning before publication of the Work in volume form): 80% (eighty per cent).
- ii. Dramatic and cinematograph film rights: 80% (eighty per cent).
- iii. Television and sound broadcasting rights: 80% (eighty per cent).
- iv. Translation rights: 80% (eighty per cent).
- v. Second and subsequent serial rights (i.e. the right to publish extracts from the Work in one issue or successive issues of a periodical or newspaper following publication of the Work in volume form): 80% (eighty per cent).
- vi. The right to reproduce extracts from the Work in books, periodicals, and elsewhere, including any maps, plans, or other illustrations provided by the Author: 50% (fifty per cent).
- vii. Digest rights (i.e. the right to publish an abridgement of the Work in a single issue of a periodical or newspaper) and digest book condensation rights (i.e. the right to publish an abridgement of the Work in volume form): 50% (fifty per cent).
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£500

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