MEMORANDUM OF AGREEMENT made this 9th day of November 1987

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 and Forlaget Hjulet, Lyckselevägen 100, 16225 Vällingby, Sweden (hereinafter called the Publishers) of the other part.

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Proprietor hereby grants to the Publishers the exclusive right to translate and publish in volume form in the Swedish language throughout the world the work entitled

DEATH IS PART OF THE PROCESS

(hereinafter called the said work) on the terms and conditions following. The Proprietor warrants that she is fully entitled to dispose of the rights licensed to the Publishers under the terms of this agreement.

2. The Publishers shall pay to the Proprietor on the signing of the agreement the net sum of £300 (three hundred pounds sterling), which shall be a non-returnable advance and on account of the royalties specified below in clause 2. These royalties are payable on the full retail price of each and every copy sold by the Publishers in their edition less VAT:

six per cent (6%) on all copies sold.

- 3. 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.
- 4. 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.
- 5. 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.
- 6. Accounts of sales of the said work shall be made up to the 31st day of March in each year and delivered and settled within seven months thereafter.
- 7. The Publishers shall inform the Proprietor of the exact publication date of the said translation and of its retail price. 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.
- 8. All rights in the said work not specifically granted in this agreement are reserved by the Proprietor.
- 9. 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.
- 10. 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.
- 11. No copies of the said work shall be sold as a remainder within a period of three years after the first publication by the Publishers. In the event of the Publishers desiring to dispose of their surplus stock as a

remainder at a reduced price then they shall first notify the Proprietor or his or her representatives of their intention. In the event of the sale of copies as a remainder the royalty to be paid to the Proprietor shall be 10% of the sum received by the Publishers, except on copies sold at or below cost when no royalty shall be payable.

- 12. 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.
- 13. 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.
- 14. It is understood that nothing in this agreement shall be understood as preventing the Proprietor from publishing in the Swedish 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.
- 15. The contents of this agreement shall be ruled, governed and interpreted according to the laws of England.

AS WITNESS THE HANDS OF BOTH PARTIES:

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Proprietor
Witness to the Proprietor

Collection Number: A3299

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

PUBLISHER:

Publisher: Historical Papers Research Archive

Collection Funder: Bernstein family Location: Johannesburg

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