



an Agreement

entered into on May 12 19 70

between

ANDRE NORTON (THE AUTHOR)

and HARCOURT, BRACE & WORLD, INC. (THE PUBLISHER)

respecting a work to contain about 40,000 words, and provisionally entitled

(THE WORK). **ANDROID AT ARMS**

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1. The Author grants to the Publisher, during the full term of copyright of the Work and all renewals and extensions of copyright, the exclusive right to print, publish, and sell the Work in book form in the English language throughout the world, and the exclusive right to license its publication in all languages throughout the world.

MANUSCRIPT DELIVERY

2. The Author will deliver to the Publisher on or before September 1, 1970 one copy of the manuscript of the Work as finally revised by the Author and satisfactory to the Publisher in form and content.

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3. ~~The Author will supply, on delivery of the final revised manuscript and at his own expense, all photographs, drawings, maps, tables, charts, or other illustrative material essential to the Work, together with captions to accompany such material, all in a form satisfactory to the Publisher. The Author will supply an index to the Work, if required by the Publisher, within three weeks after his receipt of page proofs of the Work. The Author will also obtain, at his own expense, written permissions for all items, graphic and textual, from other published and unpublished works incorporated in the Work by the Author, and will deliver such permissions to the Publisher with the final revised manuscript.~~

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USE OF
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NAME AND
LIKENESS

11. The Publisher may use and authorize use of the Author's name, likeness, and photograph in connection with advertising, publicizing, licensing, and promoting the work.

AUTHOR'S
COPIES

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ROYALTIES

13. The Publisher will pay the Author:

(a) the following royalty on all copies of the regular edition sold, less returns: **ten (10) per cent of the retail price, with an advance of four hundred dollars (\$400.00) on account of income accruing to the Author from the Work, payable on the delivery and acceptance of the completed manuscript.**

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etc.

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in Print

(g) It is agreed that in any year in which sales of the Work fall below one thousand copies, a royalty of eight (8) per cent of the Publisher's list price will be payable to the Author on all copies of the regular edition sold; but this provision will take effect only after one year from the date of original publication of the Work hereunder, and only after the first printing is exhausted.

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(h) No royalty will be paid for copies furnished gratis to the Author, for advertising or review, for sales promotional use, for charitable or public purposes from which the Publisher receives no proceeds, or for remainders or damaged copies sold at or below cost.

ACCOUNTING	<p>14 (a) The Publisher will report to the Author twice a year on the sales of the Work: on each April 25th on sales through the preceding December 31st, and on each October 25th on sales through the preceding June 30th. Each report will be accompanied by payment of the amount shown to be due. If less than ten dollars is due in any accounting period, the Publisher will render no accounting until after the next period in which ten dollars or more is due.</p> <p>(b) The Publisher may deduct from any funds due the Author any sums that the Author may owe the Publisher, including, but not limited to, purchases made by the Publisher for the Author and at the Author's request; but any unearned advance paid to the Author will not be recoverable under this paragraph.</p>
AUTHOR'S WARRANTIES	<p>15. The Author warrants that he has full power to make this agreement; that the Work has not previously been published, in the exclusive territory designated in Paragraph 1, in book form in the English language; that all rights conveyed to the Publisher hereunder are free of encumbrances; that the Work does not violate any copyright or any other right and contains nothing libelous or otherwise unlawful. The Author will hold harmless and defend the Publisher and its licensees against all claims, demands, or suits related to these warranties. The Author will compensate the Publisher for any loss or damage, and for any sums payable in settlement of any claim or judgment, including counsel fees, resulting from a breach of such warranties. The Author and the Publisher will promptly notify each other of any claim, demand, or suit hereunder, and pending the disposition thereof the Publisher may withhold any payments due the Author. If a joint defense is not agreeable, each will be entitled to his own counsel. These warranties and indemnities will survive in the event this agreement is terminated.</p>
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CONFLICTING WORK	<p>17. During the life of this agreement, the Author will not, without the consent of the Publisher, furnish to any other publisher any work on the same subject or of similar character likely to injure the sale of the Work.</p>
ADDITIONAL RIGHTS	<p>18. The Author further grants to the Publisher, for the same territories and with the same exclusivity described in Paragraph 1, the following additional rights in the Work; and any net proceeds derived from the licensing, use, or disposition of these rights will be divided as indicated below:</p>
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<i>Foreign Editions</i>	<p>(c) rights for editions of the Work published in other languages, and for editions published in the English language outside the United States: two-thirds to the Author and one-third to the Publisher;</p>
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MAXIMUM ANNUAL PAYMENTS	<p>19. In consideration of the Publisher's obligations under this agreement, the Author will be entitled to receive annually a maximum of sixty-four hundred (\$6,400.00) dollars. If during any year the sums accruing to the Author exceed such amount, the excess will be paid to the Author in succeeding calendar years, except that in no such succeeding calendar year will he receive more than the maximum amount stated.</p>

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PROVISION

20. (a) If the Work should be out of print for six months or more in all editions, the Publisher may offer its plates, if any, to the Author at fifty per cent (50%) of their cost of manufacturing and composition, and any remaining bound copies or sheets at their manufacturing cost. The Work will be considered in print if it is on sale under the Publisher's imprint or under the licensed imprint of another publisher, or if it is under option or contract for publication in another edition.

(b) If at any time after two years from the original date of publication hereunder the Work is out of print as above defined and the Author makes written demand on the Publisher to reissue the Work, the Publisher will have six months after such written demand to reprint the Work or to contract for its reissue within a reasonable time. Upon the Publisher's failure to cause reissue of the Work, and upon payment to the Publisher of any sums owing from the Author, excluding any unearned advance paid hereunder, this agreement will terminate and all rights herein granted will revert to the Author, subject, however, to any licenses or options previously granted by either party, and to the continuing payment to the Publisher of its share of the proceeds from any such licenses or options.

SALES OF
OVERSTOCK

21. If after one year from the date of original publication of the Work hereunder the Publisher deems that it is overstocked with copies of the Work, the Publisher may dispose of such overstock at the best price obtainable, and in accordance with the royalty provisions herein.

OPTION

~~22. Since a continuing relationship is contemplated by the Author and the Publisher, the Author agrees to give an option to the Publisher to publish~~

STATEMENTS
AND PAYMENTS

23. All notices, statements, and payments due the Author under this agreement will be sent to **Andre Norton, Route #1, Box 19-B, Maitland, Florida 32751,** unless the Publisher is notified of any change.

MISCELLANEOUS

24. This agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, or assigns of the Author and the successors or assigns of the Publisher. The Publisher may assign this agreement, but only in its entirety. The Author may assign any net sums due or to become due him hereunder but he may not assign any other rights or obligations hereunder. This agreement will be construed in accordance with the laws of the State of New York. This agreement constitutes the whole agreement between the Author and the Publisher and may not be modified except by the written consent of both parties.

THE AUTHOR

Andre Norton

FOR HARCOURT, BRACE & WORLD, INC.

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757 Third Avenue
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Author's Social Security Number or Taxpayer Identification Number

Author's Citizenship

United States