

**AGREEMENT MADE THIS**  
**FIRST DAY OF NOVEMBER 1999 BETWEEN**  
**BAEN PUBLISHING ENTERPRISES**  
**HEREINAFTER CALLED THE "PUBLISHER," AND**  
**ANDRE NORTON,**  
**HEREINAFTER CALLED THE "AUTHOR."**

THE PARTIES HERETO AGREE AS FOLLOWS:

**GRANT OF RIGHTS**

1. The Author hereby grants and assigns to the Publisher and its successors, representatives and assigns the following rights, together with exclusive authority to dispose of said rights, to the several titles listed in the Appendix hereto as Groups A, B, and C., and hereinafter called the Work or Works as appropriate,

a) The exclusive right, under the Publisher's own name and those of other publishers, to print, publish, co-publish and/or license and sell the Work or any abridgment thereof in all book and other formats;

(b) The exclusive rights in said Work of digest, abridgement; condensation; selection; anthology; quotation; book club; second serialization in a magazine, newspaper or other publication; syndication; advertising, cartoon strip, novelty or similar commercial use of the Work; mechanical rendition or recording; [translation & British Commonwealth; dramatic;] hardcover and/or paperback licensed to another publisher.

These rights are granted in all languages and throughout the world.

The period of this grant shall be for fifteen years. However, if the Publisher shall publish or arrange to have published a hardcover or trade paperback edition of any volume of the Work, other than a book club edition, then the period of license for that volume shall be for the life of copyright of the Work and all extensions and additions thereto.

**COPYRIGHT**

2. The Publisher, upon first publication of the Work, agrees duly to imprint the appropriate copyright notice required by the law of each relevant jurisdiction in each copy of the Work, and, if the Work has not been previously copyrighted, to copyright it in the name of the Author.

**DELIVERY OF MANUSCRIPT**

3. The author agrees to make reasonable efforts to supply the Publisher with a copy of each of the Works. In any case where the Author cannot supply a copy, the Publisher agrees that it is his responsibility to acquire such copy.

**WARRANTY AND INDEMNITY**

4. The Author represents, warrants and covenants that to the best of her knowledge she is the sole and exclusive proprietor of the Works, and that to the best of her knowledge has full power and authority to make this Agreement and grant; that the Work in no way infringes upon the proprietary right of others and that it is original and not in the public domain; and that it contains no libelous or other unlawful matter and does not invade the right of privacy of anyone. The Author agrees to indemnify and hold harmless the Seller, and its distributors and licensees of the Work, against any loss, expense or damage, including court costs and reasonable attorney's fees, incurred by reason of any finally sustained claim that said Work violates any rights whatsoever. All warranties and indemnifications hereunder shall survive the termination of this Agreement. However, the Publisher acknowledges that in some cases a previous publisher of one or more of the Works may not have properly acknowledged termination of that publisher's grant with regard to said Work, and the Publisher agrees to not hold the Author responsible for any problems that might arise in that regard.

**ADVANCE**

5. The Publisher agrees to pay to the Author, as an advance against all earnings hereunder the sum of Seventy-five Thousand Dollars (\$75,000.00) according to the following schedule:

Payment One. On Signing of this Agreement: \$30,000.00.

Payment Two. Eight months after the signing of this Agreement: \$20,000.00. If the publisher shall decline to make this second payment, then this grant shall be limited to the titles listed in Group A in the Appendix. The Publisher shall publish no titles from Groups B or C prior to making this payment.

Third Payment. Twenty-four months after signing: \$25,000.00. If the publisher shall have made the second payment but decline to make this

third payment then this grant shall be limited to the titles listed in Group A and Group B in the Appendix. The Publisher shall publish no title from Group C prior to making this payment.

When the Publisher has paid the entire amount, this grant shall include all titles listed in the Appendix.

In addition, after the Publisher has published fifteen volumes, for each additional volume beyond those initial fifteen that the Publisher formally schedules (lists in any place intended to provide scheduling information for any person not employed by the Publisher) the Publisher will pay the Author, as an additional advance against royalties, the sum of \$5,000.00 for each such volume so listed.

### **SCHEDULE OF ROYALTIES**

6. The Publisher shall pay to the Author the following royalties with respect to a publication and/or co-publication of the Work based on net sales, less a reasonable reserve for returns:

#### **HARDCOVER EDITION**

(a) On copies sold in the United States, its territories and dependencies except in the cases hereinafter provided, a royalty of ten percent (10%) of the retail cover price of the first 5,000 copies of the Work sold in a hardcover trade edition less returns; twelve and one-half percent (12 & 1/2 %) of the retail cover price on the next 5,000 copies sold less returns, and fifteen percent (15%) of the retail cover price on all copies sold over 10,000 copies and not returned.

(b) A royalty of ten percent (10%) of the amount received by the Publisher for copies of the Work sold for export, whether bound or in sheets.

(c) A royalty of ten percent (10%) of the net amount received by the Publisher for all copies of the Work sold at a special discount of sixty percent (60%) or more of the retail cover price, except when these are sold at or below cost, in which case no royalty shall be paid;

(d) A royalty of five percent (5%) of the retail cover price on copies of the Work sold directly to the consumer through the medium of mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

(e) A royalty of five percent (5%) of the net amount received for copies sold or licensed by the Publisher for use as premiums, gifts or similar use in bulk quantities;

**PAPERBACK EDITION**

(f) The Publisher shall have the right to publish or co-publish its own paperback edition of the Work, in which event the royalty paid to the Author by the Publisher on sales in the United States shall be seven percent (7%) of the retail cover price for the first 150,000 copies sold at retail, and nine percent (9%) thereafter, less returns and a reasonable reserve for returns. The royalty payable on all sales outside the United States shall be six percent (6%) of net billing received. The royalty payable on bulk sales (including book club sales) at a discount of more than 60% from retail list price and on all mail order sales shall be six percent (6%) of the net amount received by the Publisher. No royalty shall be payable on copies sold at or below cost.

(g) No royalty shall be paid on copies of the Work furnished gratis to the Author, or for reviews, advertising, sample or like purpose.

**SUBSIDIARY RIGHTS**

7. The net sums received by the Publisher from the licensing of rights to the Work as specified herein shall be divided equally between the Author and Publisher, except that if the Author may elect to have her agent handle dramatic and foreign rights; if the Author does so elect, then the Publisher's share shall be twenty-five percent of income after agency costs. In any deals handled by the Author's agent, the said agent shall receive and share out any foreign and dramatic rights income, and is hereby directed by the Publisher to act as the Publisher's agent as well as the Author's agent in that regard.)

**REPORTS AND STATEMENTS**

8. The Publisher and/or co-publisher shall render semi-annual statements of accounts and any payments due. A reasonable reserve against anticipated future returns may be withheld from royalties due, in which case said statements will explicitly indicate the number of copies for which payment of royalties are being withheld. All payments by the Publisher will be based on income actually received by the Publisher and not on Accounts Receivable. In the case of publication by or co-publication with another publisher, if said publisher shall hold a reserve against returns then no further reserve will be held by the Publisher. These statements will cover the periods January 1 to June 30, and July 1 to December 31, but the first statement will not be issued to cover a period of less than six months from the date of the first publication of the Work under the terms of this contract. Statements made, together with payment of amount due, will be made April 30 and October 31.

**FREE COPIES**

9. The Publisher will furnish twenty (20) copies of the published Work

without charge. Should the Author desire additional copies for his own use, they shall be supplied at a sixty percent (60%) discount from the retail cover price.

#### **AUTHOR'S AGENT**

10. The Author has appointed Jack Byrne of the Sternig & Byrne Literary Agency, 3209 S 55 Street, Milwaukee, WI 53219-4433

as his agent in all matters pertaining to or arising from this Agreement, and all payments to be made by the Publisher to the Author hereunder, including said advance royalty payment of the signing hereof, and any monies payable under the terms of the Appendix hereto, shall be made to and in the name of said agent, whose receipt therefore shall constitute a full and lawful receipt by the Author.

#### **MANDATED PUBLICATION**

11. The Publisher agrees to publish and commence distribution of the Work within eighteen months of acceptance of the manuscript. In the event the Publisher shall fail to publish and distribute the Work by said date, then upon receipt of a Certified letter from the Author demanding that the Publisher do so, if the Publisher refuse or within six months have failed to so publish the Work, then this Agreement shall terminate forthwith and the Author shall retain any payments made under this Agreement. However, if the Publisher is prevented from publishing and/or distributing the Work by events or agencies beyond his control, then this mandated date will be extended by the period during which aforesaid events or agencies prevent publication and/or distribution. Co-publication with or arrangement of publication by another publisher shall constitute publication within the meaning of this paragraph.

#### **BANKRUPTCY**

12. If a petition of bankruptcy shall be filed by the Publisher, or if the Publisher shall be judged bankrupt by a court, or if the Publisher shall take the benefit of any bankruptcy or insolvency act, including Chapter XI, then this Agreement shall terminate automatically and without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, or declaration, and all rights granted hereunder shall thereupon revert to the Author.

#### **REVERSION**

13. If, after seven years from the date of signing of this Agreement a volume of the Work is out of print, and the Publisher, on receipt of a

Certified letter from the Author requesting that the said volume be reprinted, either refuse to reprint the Work or within six (6) months of said receipt have failed to do so, or commence work on a new edition, then the license herein granted, with regard to that volume ONLY, shall automatically terminate, and all rights herein granted with respect to that volume shall revert to the Author, except that any sublicensing arrangements granted pursuant to this Agreement will continue in full force and effect.

#### **EXAMINATION OF PUBLISHER'S BOOKS AND RECORDS**

14. The Author or his duly authorized representative shall have the right, upon reasonable notice during usual business hours, but not more than once each year, to examine the books and records of the Publisher insofar as they relate to the Work at the place where said books and records are regularly maintained. Such examinations shall be at the cost of the Author unless errors aggregating more than \$5,000.00 (<sup>FIVE</sup> ~~Two~~ Thousand Dollars) or ten percent (10%) of the total sum accrued (including advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost of such examination shall be borne by the Publisher. No such examination shall be made by the Author's representative upon a contingent fee basis (other than the Author's literary agent when acting in the course of his regular representation of the Author). Statements rendered hereunder shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within two (2) years of the date the statement was rendered.

#### **RESERVED RIGHTS**

15. All rights not expressly granted to the Publisher are reserved to the Author.

#### **APPLICABLE LAW AND MODIFICATIONS**

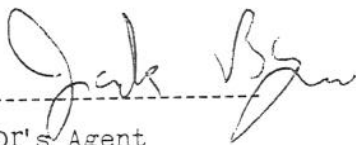
16. This Agreement shall be construed and interpreted according to the laws of the State of New York, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Author, and upon the successors and assigns of the Publisher, and shall be binding upon the personal representative of the Publisher. This Agreement together with the Appendix hereto constitutes the complete understanding of the parties. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by both parties.

17. The publisher intends to pay Sandra Miesel a royalty of one percent for services rendered and to be rendered with regard to this Agreement. Among those services will be assisting the Author in meeting any terms of this Agreement that might otherwise prove onerous because of health or other

reasons. If the Publisher has not begun such payments within one year of the publication of the first volume published under this Agreement, then the Publisher shall pay to the Author an additional point of royalty for all volumes of the Work with regard to Subparagraph f of Paragraph 6.

**IN WITNESS WHEREOF**

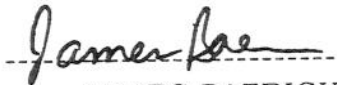
the parties have duly executed this agreement  
of the day and year above written



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Author's Agent

XXXXXXXXXX  
XXXXXXXXXX

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S.S. or Tax I.D. #



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JAMES PATRICK BAEN  
For Baen Publishing  
Enterprises

\_\_\_\_\_  
Witness

## APPENDIX A TO ANDRE NORTON CONTRACT

**TIME TRADERS:** Vol I: *The Time Traders, Galactic Derelict*  
 (105,000 words total)  
 Vol II: *The Defiant Agents, Key out of Time*  
 (85,000 words total)

Time Travel as a Cold War tactic leads to space exploration as well.

**DARKNESS & DAWN:** *No Night without Stars, Daybreak:*  
*2250/Starman's Son* (130,000 words total)

Both are post-catastrophe stories set on Earth. In the first, a man with a coyote and a woman with two mustelids team up; in the second, it's a man with a giant Siamese cat working with another man. The second title could be shortened to *Daybreak* because the date is now 50 years closer. It was her first big hit, with huge sales over the years.

**STAR SPACE SOLDIERS:** *Star Guard, The Last Planet/ Star Rangers*  
 (110,000 words total)

First story has space-going mercenaries and is based on the *Anabasis*; second has redundant rangers sent on seemingly hopeless quest like a legendary Roman legion.

**JANUS:** *Judgment on Janus, Victory on Janus* (105,000 words total)

Space settlers with the right aptitude become transformed into green-skinned, tree-linked original inhabitants.

**WARLOCK ~~WYVERN~~:** *Storm Over Warlock, Ordeal in Otherwhere, Forerunner Foray* (154,000 words total)

First book has man with wolverine, second woman with feline on planet where the natives can cloud men's minds; in the third book they straighten out an arrogant female thief.

(Note that last three volumes take place in Norton's large "Star & Comet" universe. The last two series have drawn an unusual amount of favorable fan response.)



**ANDRE NORTON PACKAGE PROPOSALS****GROUP B: Gods & Androids**

I: *The Wraiths of Time*

(Modern woman is drawn back in time to alternate version of ancient Nubia.)

*\*Android at Arms*

(Youth in far future is caught up in alternate versions of an African kingdom)

**Dark Companion**

II: *\*Dread Companion*

(Science fictional version of enthrallment by the Faery Queen)

*\*Dark Piper*

(Colonists on war-damaged planet are saved by a kind of Pied Piper.)

**Masks of Outcasts**

III: *\*Catseye*

*\*Night of Masks*

(Both stories involve young displaced persons orphaned in space war becoming heroes.)

**Moonsinger**

IV: *\*Moon of Three Rings*

*\*Exiles of the Stars*

(first two titles in MOONSINGER series involving woman with psychic powers over animals)

COMMENTS: Entries in Norton's "Stars & Comets" future history marked \*. *Dark Piper* is one of her very best novels. The MOONSINGER series both has sold well and draws an unusually large amount of favorable fan response but the other two titles aren't yet available.

GROUP C:

I: \**Sargasso of Space*

\**Plague Ship*

II: \**Star Hunter*

\**Voodoo Planet*

\**Postmarked the Stars*

(These titles comprise the SOLAR QUEEN series, on the adventures of a crew of Free Traders. *Star Hunter* is set on the same planet as *Voodoo Planet* although not with the same characters as the other four titles. The two books have traditionally been issued together because they're short.)

**Game of Stars & Comets**

III: \**The Sioux Spaceman*

(Saving primitive aliens from enslavement)

\**Eye of the Monster*

(suppressing rebellion on colonial world)

\**The X Factor*

(saving ancient capital of psychic aliens from looters)

\**The Voorloper*

(making do on colonial world cut off by space war)  
(These stand-alone titles tell us that all is not well  
with the Stars & Comets universe.)

### **Search for the Star Stones**

IV: \**The Zero Stone*

\**Uncharted Stars*

(These comprise the Merdoc Jern series, about searching  
for traces of an advanced Elder race.)

### **Star Flight**

V: \**The Stars Are Ours!*

\**Star Born*

(The Astra series is set in different generations of an  
isolated human colony.)

### **Crosstime**

VI: *The Crossroads of Time*

*Quest Crosstime*

(two adventures of Blake Walker, a contemporary man  
turned time agent)

### **From the Sea to the Stars**

VII: *Star Gate and Sea Siege*

(alternate history among aliens colonized by humans)

**Deadly Dreams** *Perilous Dreams*

(dangerous psychic transits between universes)

SUGGESTED PACKAGING FOR BOOKS NOT YET AVAILABLE:

I: \**Knave of Dreams* **also Deadly Dreams**

(contemporary man's soul is drawn into another world  
to reanimate a royal corpse)

**Ice & Shadow** \**Ice Crown and Brother to Shadows*

(psychically conditioned colonists in a sort of  
Ruritania)

**Moonsinger Quest**

II: \**Flight in Yiktor*

\**Dare to Go a-Hunting*

(more of the MOONSINGER series)

**Forerunner Factor**

III \**Forerunner*

\**Forerunner: the Second Venture*

(involving the fabled Elder Race)

It should be possible to do a collection of non-Witch  
World short material if desired.

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