

Memorandum of Agreement made this

Fourteenth day of May, 1975

between Miss Andre Horton
c/o Marsha Elkin Jones
25 Mount Way
Bebington Hall Park
Wirral, Cheshire L63 5RA

(who and whose executors administrators and assigns are hereinafter called "the Author") of the one part and VICTOR GOLLANZ LIMITED of 14, Henrietta Street, Covent Garden, London, W.C.2 (who and whose successors and assigns are hereinafter called "the Publishers") of the other part WHEREBY IT IS MUTUALLY AGREED as follows respecting a work by the Author provisionally entitled:

CROSSROADS OF TIME

(hereinafter called "the work").

1. In consideration of the payments hereinafter mentioned the Author grants to the Publishers for the legal term of copyright the exclusive right to produce and publish the work or any abridgement or substantial part of the work in volume form in the English language throughout the British Commonwealth as politically constituted at the date of this Agreement and including the Republics of South Africa and Eire, and the British Trusteeships. The licence shall be non-exclusive in the rest of the world except the United States of America, its dependencies and the Philippine Islands, and Canada.

except Canada/

2. The Author warrants to the Publishers and their assigns and licencees that the work is original, that it has not been published in volume form in the exclusive territories covered by this Agreement, that it is in no way a violation of any existing copyright, that it contains nothing libellous or defamatory, that all quotations and statements purporting to be facts are truthful and accurate and that all comment is fair and the Author will fully indemnify and keep indemnified the Publishers against any loss injury or damage including any legal costs or expenses incurred by the Publishers in consequence of any breach of this warranty or of any claim for damages for breach of copyright or libel. The Publishers shall nonetheless and without affecting the full force and effect of or invalidating the above warranty be at liberty to remove anything which in their opinion is libellous defamatory or objectionable.

3. The Author will before the _____ deliver to the Publishers, in a state fit for the printer, _____ of the complete typescript of the work. The Author shall also provide at his own expense all photographs, maps and such other material as may be required for the work. The Author shall at his own expense obtain the written permission of the owners of the respective rights for the use of any material not his own or which has been previously published, except in the case of short excerpts used for

critical purposes. If in the Publishers' opinion an index is required, it shall be supplied by the Author or at the Author's expense within three weeks of receipt of page proofs.

4. The Author undertakes to read and correct the proofs within two weeks of receipt and shall bear the expense of author's alterations and corrections therein over and above ten per cent. of the cost of composition and the Publishers shall be at liberty to deduct such extra cost from any monies payable to the Author hereunder.

5. The Publishers shall within twelve months of the delivery of the manuscript ready for press, unless prevented by circumstances beyond their control, at their own risk and expense produce and publish the work.

6. The Publishers shall have complete discretion in respect of all details as to the time, manner, number, jacket, production, price of publication and advertisement of each edition of the work and the number and destination of free copies.

7. The Publishers shall pay the Author the following royalties:

(a) On the published price of all copies of the original edition sold in the home market:

10% (ten percent) on the first 5,000 (five thousand) copies sold; 12½% (twelve and one-half percent) on the next 5,000 (five thousand) copies sold; and 15% (fifteen percent) thereafter.

(b) On the English published price of all copies of the original edition sold for export:

10% (ten percent) on the first 5,000 (five thousand) copies sold; 12½% (twelve and one-half percent) on the next 5,000 (five thousand) copies sold; and 15% (fifteen percent) thereafter.

except that:

(i) on the sale of markets or on sales to overseas book clubs the royalty shall be 15% of the proceeds.

(ii) on the sale of sheets at a discount of 50% or more of the published price: 15% of the proceeds.

(iii) on copies sold as a remainder: 10% of the proceeds, the Author having first been given the option of purchasing some or all of such copies at the remainder price, such option to be exercised if at all within 14 days of notice being given of the Publishers' intention to remainder the work, always provided that if copies of the work are remaindered at a price not in excess of the cost of production no royalty shall be payable.

(c) On the Publishers' own cheap edition: 10% of the published price of all copies sold in the home market and 10% of the English published price of all copies sold for export.

(d) On the Publishers' own paperback edition: 7½% of the published price on all copies sold in the home market and 7½% of the English published price of all copies sold for export.

8. No royalties shall be payable on copies presented to the Author or given away in the interest of the work or on copies lost or damaged.

9. In the event of the Publishers sub-licensing the exclusive rights granted in Clause 1 they shall pay the Author:

- (a) On a sub-licence to a reprint or cheap edition publisher on a royalty basis: 50% of the proceeds where the reprint royalty is $7\frac{1}{2}\%$, 55% of the proceeds where the reprint royalty is 10%, 60% of the proceeds where the reprint royalty is $12\frac{1}{2}\%$ or more.
- (b) On a sub-licence to a book club or to an educational publisher on a royalty basis: 50% of the royalty received.
- (c) On a sub-licence to a book club or to an educational publisher other than on a royalty basis: 50% of the net profits.
- (d) On a sub-licence in the English language to an overseas publisher on a royalty basis: 50% of the net proceeds.

10. The Publishers shall pay the Author in advance and on account of all monies due under this Agreement the sum of **£350 (three hundred and fifty pounds) as to one-half on signature of this agreement and one-half on first day of publication.**

11. The Publishers shall be the owners of the following rights in the work in the exclusive market as defined in Clause 1 and shall pay the Author the following percentages of the net proceeds:

- (a) On digest and one-shot periodical rights and on book condensation rights: 50%.
- (b) On serial rights in periodicals before publication: 90%.
- (c) On serial rights in periodicals after publication: 75%.
- (d) On anthology, quotation and microphotographic recording rights: 50%.

12. The Publishers shall be entitled to authorize free of charge the recording of the work in Braille or as a Talking Book for the use of the blind and/or the microfilming of the work for the use of handicapped persons, such permissions to be given only for use of the material on a non-commercial basis.

13. Accounts of the sales of the work and of monies received shall be made up to 30th June and 31st December in each year and shall be rendered and any amounts due paid to the Author four months thereafter.

14. The Author shall receive on publication six presentation copies of the original edition and one copy of each sub-licensed edition of the work and shall be entitled to purchase further copies of the original edition for personal use but not for re-sale on the usual trade terms.

15. If the work shall become out of print in every edition published or sub-licensed by the Publishers and the Publishers shall decline or neglect to publish or sub-license a new edition of the work within twelve months after receiving from the Author a request in writing to do so, then all rights of publishing the work in book form as granted by this Agreement shall thereupon revert to the Author without prejudice to any agreement relating to any of the rights hereby granted validly entered into by the Publishers.

16. If the Publishers at any time wilfully fail to fulfil or comply with any of the conditions accepted by them in this Agreement within one month after written notification from the Author of such failure, or should the Publishers go into liquidation, other than voluntary liquidation for the purposes of reconstruction or amalgamation, this Agreement shall thereupon determine and the Author shall be free to license any other person to print and publish the work notwithstanding anything to the contrary contained or implied in any part of this Agreement but without prejudice to all rights of the Publishers and any third party in respect of any agreement validly entered into by the Publishers with any such party.

17. ~~The Author shall give to the Publishers the first option of publishing the next which he shall write after the work the subject of this Agreement on terms to be arranged, such terms to be fair and reasonable and to include the same rights and territories as those covered by this Agreement. The Publishers shall give their decision as to whether they are prepared to exercise their option on the said work within six weeks of the delivery to them of the complete copy or within six weeks of the publication of the work the subject of this Agreement whichever is the later.~~

18. All monies due under this Agreement shall be paid to the Author's representative, Marsha Ekin Jones, 25 Mount Way, Bobington Hall Park, Wirral, Cheshire L63 5RA, whose receipt shall be a discharge of monies received and the said representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

Signed on behalf of
VICTOR GOLLANCZ LTD.
 by

13. Accounts of the sales of the work and of monies received shall be made up to the June and 31st December in each year and shall be rendered and any amounts due to the Author for months thereafter.
 The Author shall receive on publication of the work a copy of the original edition and on copy of each subsequent edition and shall be entitled to purchase further copies of the original edition on the same terms as the original edition but not for resale on the usual trade terms.

Andie Norton *J. B.*

AUTHOR **Director**