

Juvenile



**AGREEMENT**

made this **6th**

day of

**August**

**1962** by and between

**Andre Norton**

whose post office address is

**1829 Mannering Road, Cleveland 12, Ohio**

hereinafter called the "Author," party of the first part, and THE WORLD PUBLISHING COMPANY, an Ohio corporation whose address is 2231 West 110th Street, Cleveland 2, Ohio, hereinafter called the "Publisher," party of the second part.

IN CONSIDERATION OF the stipulations and the covenants hereinafter set forth, and for valuable consideration by each to the other passed, receipt whereof is by both of them acknowledged, the said parties do hereby agree to and with each other as follows:

#### GRANT AND TERRITORY

I. The Author hereby grants and assigns to the Publisher the sole and exclusive rights of publication, in the United States of America and its dependencies, Canada, the Republic of the Philippines and Mexico, and throughout the world in the English language in a certain work now tentatively entitled

**Key Out of Time (approximately 50,000 words)**

(hereinafter referred to as the "Work"), and including such further subsidiary and additional rights as are hereinafter set forth. Such rights so granted shall inure to the Publisher during the term or terms of copyright and any renewals thereof.

#### COPYRIGHT

II. (A) The Publisher shall have the exclusive right to take out copyright, and is hereby authorized to take all steps required to procure such copyright in the United States of America and in such countries as may be covered by this agreement. Copyright in the United States of America shall be taken in the name of

**the Author**

(B) The Author agrees to make due and timely renewal of the copyrights to be secured for the said Work and to execute any other or further papers which may be necessary therefor, and the Author does hereby irrevocably, so long as this contract shall remain in force, constitute the Publisher the agent of the Author and his executor on behalf of the Author and his executor to apply for renewal or extension of such copyrights in any and all countries covered by this agreement, and to that end to execute, acknowledge, deliver, and file all such papers and documents as shall be necessary or convenient to effectuate such extension. The Author will direct his executor by will to fulfill the terms of this agreement and to execute any documents as may be necessary to continue this agreement during the life of the renewal period.

(C) The Author hereby grants to the Publisher the right, if copyright be in the Author's name, to bring in the name of the Author, as plaintiff or complainant, any action or proceeding for the enjoining of any infringement of the copyright in the said Work and for any damages resulting therefrom, and the net amount recovered after deducting expenses of suit shall be divided equally between the Author and Publisher.

#### WARRANTY

III. The Author warrants and covenants that the said Work is original and he is the sole owner of the Work and has full power and authority to copyright the same and to enter into this Agreement; that said Work has not heretofore been published; that it is innocent and contains no matter which, if published, will be libelous or otherwise injurious or which will infringe upon any proprietary right at common law or any statutory copyright or any Penal Law, and that he will hold harmless and defend the Publisher against any suit, claim, demand, or recovery by reason of any violation of any of the representations, warranties, and covenants hereinabove contained or by reason of any violation of proprietary right or copyright or any injurious or libelous matter in said Work, actual or claimed, and to act promptly with regard to such defense or with regard to any action which may be brought based upon any assertion of infringement, violation, libel, or unlawfulness. If any claim, demand, or suit is brought, or any proceeding or action is taken by governmental authority, against the Publisher on any of the grounds in this paragraph contained, then the Author hereby grants to the Publisher the right to make such defense and to take such steps as may be advised by counsel, and the costs and counsel fees therefor, together with any damages sustained, shall be charged to and paid by the Author.

#### PUBLICATION

IV. All details as to the manner of publication, production, distribution, and advertising, including the number of and distribution of free copies, shall be left to the Publisher, who shall bear all the expense of publication, distribution, manufacture, and advertising. The Publisher agrees to publish the said Work, at his own expense, in such style as he deems best suited for the sale thereof, provided the manuscript shall be delivered within the time herein stipulated, within ~~eighteen~~ **(18)** months thereafter, and if not so published (except on account of strikes, fires, or other contingencies beyond the control of the Publisher or his suppliers, in which event publication shall be postponed until the next immediately succeeding Spring or Fall season) then the Author shall have the right to terminate this agreement and the rights hereby granted shall revert to the Author, provided that the Author shall give written notice to the Publisher within twenty (20) days after the end of the season set for the publication of the said Work, otherwise the Publisher shall have the right to postpone publication until the next immediately succeeding Spring or Fall season.

## MANUSCRIPT

### has delivered

V. (A) The Author ~~agrees to deliver~~ to the Publisher ~~not later than~~ a complete, legible, finally revised manuscript, in duplicate, acceptable to the Publisher in content and form. The provisions as to content, form, and time of receipt of such copy are material terms of this agreement, and upon the Author's failure to comply with such provisions, or any of them, the Publisher may, at his option, by written notice to the Author terminate this agreement, whereupon the Author shall pay to the Publisher all amounts which may have been advanced to him. But the Author shall not be free to cause its publication elsewhere until he shall have reoffered it to the Publishers on the terms of this agreement. In addition to the foregoing right, should the Author not return all such amounts to the Publisher within ninety days from the date of such notice, then at the option of the Publisher all rights granted by the Author shall belong to and be utilized by the Publisher, subject to the payment of royalties or other sums required hereunder, but without any obligation on the Publisher's part to make payment of any additional advance royalties hereunder.

If the Work is one that has been commissioned by the Publisher, and the Author fails to deliver a final copy of the manuscript acceptable to the Publisher in content and form, then the Publisher shall have the right to have such manuscript revised and edited so that in content and form it shall be acceptable to the Publisher and the Publisher may, for the purpose, deduct from the payment to be made to the Author hereunder the amounts to be paid to the editors, provided that such sums shall not exceed one-half of the payments and royalties due to the Author hereunder.

Such manuscript shall include all drawings, photographs, and designs which are a part of or necessary to the text. If the Author fails to supply such necessary drawings, charts, photographs, designs, within the time specified and in satisfactory form, the Publisher may have them made and charge the expense of making them against the Author. If requested by the Publisher, the Author shall deliver an index within fourteen (14) days after proof is available for the making of such index. If the Author fails to deliver the index within the time specified and in satisfactory form, the Publisher may have it made and charge the expense thereof to the Author.

If in the Publisher's sole and uncontrolled opinion, the Work shall contain any matter which, if published, would be libelous or otherwise injurious or would infringe on any right at common law or any statutory copyright, then the Publisher shall be under no obligation to publish the book and may terminate this agreement subject to the conditions and remedies provided for herein.

(B) The Author agrees that should he incorporate in the manuscript or Work any writings or composition previously published, either of his own or of any other writer or artist, to obtain and deliver to the Publisher proper and complete written permission and authorization to reprint same from the owner of the copyright thereof.

## PROOFS

(C) The Author agrees to read if or when submitted, and within fourteen (14) days of the receipt thereof to return to the Publisher, the galley and page proofs of the said Work, and in the event of the failure by the Author to return said proofs within the period aforesaid, then the Publisher shall have the right to publish the said Work as submitted. The Author shall pay, or at the Publisher's option have charged against the Author, the amount of expense incurred by the Publisher because of changes and/or additions other than corrections of printer's errors made in and to the text provided by the Author in excess of ten percent (10%) of the original cost of composition; and the Author shall pay in full for any corrections in the plates which he requires or which are necessary for the correction of actual errors (excluding printer's errors) after the plates have been made in conformity with the last page proof as corrected by the Author. The Publisher shall have the right to copy edit the Work for style, typographical errors, punctuation, spelling, capitalization, in accordance with standard usage of style manuals and accepted dictionaries and encyclopedias.

VI. So long as this Agreement shall be in force and effect, the Author will not, without the written consent of the Publisher, write, print or publish, or permit or cause to be written or published, any revised, corrected, enlarged, or abridged version of the said Work, or in any way assist or be interested in any such version, or in any Work of any character that might interfere with, or directly or indirectly compete with, the sale of the Work, or tend to lessen the sale or value of the Work.

## ROYALTIES

VII. The Publisher agrees to pay to the Author royalties according to the following schedule:

(A)

**Ten per cent (10%) of the list price on the first 7,500 copies sold; twelve and one half per cent (12½%) on the next 2,500 copies sold, and fifteen per cent (15%) on all copies sold thereafter. An advance against all first earnings of five hundred dollars (\$500.00) is due on signing of this agreement.**

## SHEET SALES

(B) Where sheets are sold, the percentage of royalty shall be the same as for bound books and shall be calculated on the net amount received by the Publisher.

## EXPORT AND WHOLESALE SALES

(C) On copies sold for export or at a wholesale trade discount of 50% or more, the percentage of royalty shall be calculated on net amount received.

(D) No royalties shall be paid on copies furnished gratis to the Author. No royalties shall be paid on copies for review, bonus, advertising, sample, or like purpose. When copies are sold through mail order, and not through the regular trade channels, the royalty shall be 5% of the retail price. The author shall receive 10% of any net sums received by the Publisher from the sale of school editions, sales to lending libraries not for resale, and from sales to School Book Depositories, Reading Circles, and Educational Associations.

## REPRINTS

(E) If the Publisher shall issue his own reprint edition at a retail price of two-thirds or less of the original retail price, the Author shall receive a royalty of ten (10%) percent calculated on the net amount received by the Publisher.

(F) On all copies sold from a reprinting of fifteen hundred (1500) copies or less made after three years from the date of first publication, or whenever the semi-annual sales shall fall below 100 copies, the Publisher shall pay the Author royalties at one-half of the prevailing rates herein provided for.

(G) It is mutually agreed that State, Federal, and Foreign taxes on the Author's earnings, when paid by the Publisher, are proper charges against the Author's earnings due under this agreement, and may be withheld by the Publisher.

**REMAINDERS**

(H) If in the Publisher's opinion the Work ought to be remaindered, the Publisher may sell the remaining copies or any part thereof as remainders. If the amount secured for such remainders be less than the cost of production, no royalty shall be paid on remainder sales; but if the price exceeds the cost of production, the Publisher shall pay, in lieu of the percentage heretofore specified, ten percent (10%) of the amount secured over the cost of production. A sale or sales at a discount of 65% or more shall be deemed remainder sales. The Author may purchase remainder copies of said Work at the same price paid to the Publisher by the remainder house. It is understood that the Author will be notified of such remainder sale at the time it is made.

(I) The Publisher may at his discretion grant permission to publish and produce, by any means including mechanical, extracts from the Work to benefit its sale. In the event that such permission is gratuitously granted, no payment shall be made by the Publisher to the Author in respect thereof. The Publisher shall pay to the Author one-half of any compensation received by the Publisher for granting such permission.

**STATEMENTS AND PAYMENTS**

VIII. (A) The Publisher shall render statements of account as of March 31 and September 30 of each year, and shall make settlement thereunder on or before June 30 for the six-month period ending the preceding March 31, and on or before December 31 for the six-month period ending the preceding September 30. No accounting will be made for the six-month period ending March 31 of each year if the amount of royalties due is less than \$25.00.

**FREE COPIES**

**ten (10)**

(B) The Author shall be entitled to receive on publication ~~six (6)~~ presentation copies of the said Work and shall have the right to purchase further copies, for personal use, less 40% of the retail price.

(C) The Publisher agrees to and does grant to the Author the right upon his/her written request to examine or cause to be examined through certified public accountants the books of account of the Publisher insofar as the same relate to the said Work; provided that if such examination shall divulge errors of accounting (arising otherwise than from an interpretation of this contract) amounting to One Hundred (\$100.) Dollars or more to the Author's disadvantage, the cost of such examination shall be borne by the Publisher, otherwise it shall be borne by the Author.

**SUBSIDIARY INCOME**

IX. (A) The further subsidiary and additional rights referred to in Paragraph "I" are hereby defined to include the rights enumerated below for use throughout the world and revenue received (less agents' commission and direct expenses) are to be shared by the Author and the Publisher in the percentages indicated below:

	To Author	To Publisher
(1) Reprint in book form including full length, condensed, or abridged versions .....	50%	50%
(2) Book clubs or similar organizations .....	50%	50%
(3) Anthology .....	50%	50%
(4) Second serial and syndication, including full length, condensed, or abridged version in one part in magazines and newspapers (after publication in book form) .....	50%	50%
(5) Pictorial versions of the Work, or any part thereof, including books, strips, toy books, and any other pictorial adaptations and pictorial or illustrative material contained therein .....	50%	50%
(6) Commercial rights, i.e., the exploitation of the Author's name in connection with the Work and all material contained therein through their use, simulation, or graphic exploitation on or in connection with merchandise .....	50%	50%
(7) Full length, condensed, or abridged versions in one part in newspapers or periodicals before book publication .....	<b>50%</b>	<b>50%</b>
(8) First Serial publication in newspapers or periodicals (before publication in book form) .....	<b>50%</b>	<b>50%</b>
(9) Dramatic rights (with or without music, public readings and other non-dramatic performing rights) .....	<b>75%</b>	<b>25%</b>
(10) Motion picture rights .....	<b>75%</b>	<b>25%</b>
(11) Radio and television rights .....	<b>75%</b>	<b>25%</b>
(12) Mechanical reproduction rights (by sound recording, including photographic wire and tape recordings, or any other method now known or hereafter devised, non-motion picture visual recordings, including film strips or microfilms, or any other method now known or hereafter devised) .....	<b>75%</b>	<b>25%</b>
(13) Sole and exclusive rights of publication in		
(a) The United Kingdom .....	<b>75%</b>	<b>25%</b>
(b) The British Empire and/or the British Commonwealth of Nations .....	<b>75%</b>	<b>25%</b>
(c) Other foreign countries .....	<b>75%</b>	<b>25%</b>
(14) Translation .....	<b>75%</b>	<b>25%</b>

(B) All revenue derived from the sale of rights not specifically herein enumerated, whether now in existence or hereafter coming into existence, shall be shared equally by the Author and Publisher.

(C) All such rights shall be disposed of by the sale, lease, license, or otherwise by the Publisher who for that purpose is constituted the attorney-in-fact of the Author. The Author agrees to sign, make, execute, deliver, and acknowledge all such papers, documents,



and agreements as may be necessary to effectuate the grants hereinabove contemplated. In the event that the Author shall fail to sign, make, execute, deliver, and acknowledge such papers, they may be signed, executed, delivered, acknowledged by the Publisher as the attorney-in-fact of the Author with the same full force and effect as if signed by the Author.

X. (A) All payments made by the Publisher to the Author, whether under this agreement or not, shall be chargeable against and recoverable from any or all monies payable to the Author under this agreement, including the sale, lease, license, or other disposition of all subsidiary rights herein referred to, and/or all other contracts between the parties or their assigns.

(B) Royalties shall be paid only on net actual sales after returns. Where any statement received by the Author shows an overpayment of royalties, it is agreed that the Publisher may deduct the amount of such overpayment from any further royalties or other sums, whether payable on this or other books by the Author.

(C) If any claim, action, or proceeding is instituted by reason of any matter as to which the Author has made covenant or warranty contained in paragraph III hereof, then the Publisher may withhold payment due to the Author under this or any other agreement between the Author and Publisher. Such warranties and covenants to indemnify shall survive the termination of this agreement.

XI. In the event of bankruptcy or receivership of the Publisher, or assignment for the benefit of creditors, the rights granted under this Agreement shall, at his option to be exercised within 60 days, revert to the Author, who shall have the right to purchase from the Publisher at a fair market price, as determined by consent or arbitration, the Publisher's remaining stock on hand of bound copies and sheets as well as letter press plates if they shall exist. However, no reversion of rights under this clause shall take place until after the Author shall have repaid to the Publisher any indebtedness (other than an advance against royalties) incurred by him and still outstanding under this Agreement. If this Agreement contains a clause of option on future books by the Author, such clause shall become null and void in the event of the Publisher's bankruptcy or receivership.

XII. Title to the plates, engravings, dies, type forms, printed copies, and all other appliances and materials used in publishing said Work shall rest solely in the Publisher and the Publisher shall not be liable for accidental loss of or damage to the manuscript of said work.

XIII. This agreement regardless of the place of its physical execution shall be treated by the parties hereto as though executed within the State of New York and shall be interpreted within the purview of the laws and statutes of the State of New York.

#### OPTIONS

~~XIV. For the considerations expressed herein and the publication of the book hereunder by the Publisher, the Author hereby grants to the Publisher the irrevocable option to accept for publication the next two (2) works written by the Author on terms herein contained unless the parties shall agree on other terms. The option, however, shall not apply to the second of such two works if not exercised by the Publisher with respect to the first. The Author agrees not to enter into any contract subsequent to the date hereof for the publication of any book during the option term herein until he shall have first offered the same in complete publishable form to the Publisher hereunder, who shall have sixty days after the submission of the manuscript thereof for the exercise of its option.~~

XV. Any notice to be given hereunder shall be deemed to have been given if deposited in any United States Post Office in a sealed envelope, with registered postage prepaid, addressed, as the case may be to the Author at the address above given unless changed by registered mail.

XVI. No assignment by the Author of this Agreement or any part thereof shall be valid as against the Publisher, unless and until the same shall have been filed with it.

This agreement shall be binding upon and inure to the benefit of the executors, administrators, legal representatives, and assigns of the Author and the successors and assigns of the Publisher.

IN WITNESS WHEREOF, the Author has hereunto placed his hand and seal and the Publisher has caused this agreement to be executed by its officer thereunto duly authorized, on the day and year hereinabove written.


THE WORLD PUBLISHING COMPANY

In the Presence of:

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By  .....

.....

 .....

AUTHOR

L. S.