

Agreement

made this 21st day of October 1974, by and between

ANDRE NORTON, 2588 Lake Howell Lane, Maitland, Florida 32751

the Author and/or Proprietor, party of the first part (hereinafter called "Author"), and THE VIKING PRESS, INC., of 625 Madison Avenue, New York, N.Y. 10022, party of the second part (hereinafter called "Publishers"), respecting a novel for young readers entitled **KNAVE OF DREAMS**, consisting of approximately 325 manuscript pages of text

(hereinafter called "work"), whereby it is mutually agreed between the Author and the Publishers as follows:

PART ONE

*Delivery of
manuscript
Publication
rights granted*

1. The Author ^{/has delivered} ~~agrees to deliver~~ two copies of the completed manuscript of the finished work and all relevant material (except index) mentioned in 2A and 3A hereunder to the Publishers ~~by~~ and hereby grants and assigns to the Publishers the sole and exclusive right to publish the work in volume form in the English language throughout the world.

*Agreement to
publish*

The Author also grants to the Publishers such further rights as are specified hereinafter. The phrase "in volume form" shall be defined as meaning publication of the work as a whole, or substantially complete, as a unit or at one time.

2. The Publishers agree to publish the work in volume form at their own expense, in style and price as they deem best, within 18 months after acceptance of the completed manuscript of the finished work, but they shall not be responsible for delays caused by strikes, lockouts, fires, or other circumstances beyond their control. In no event shall the Publishers be obligated to publish a work which in their opinion violates the common law or statutory copyright or the right of privacy or any other rights of any person or contains libelous or obscene matter.

Copyright

3. The Publishers agree to obtain copyright in the name of **ANDRE NORTON**

either under the United States Copyright Acts and the Universal Copyright Convention, or under the International Copyright Union; and the Author, or the Publishers on the Author's behalf and at their option, shall take out renewals whenever they fall due. Both parties agree to execute, at any time, all such papers and documents as may be necessary in order to protect, assign, renew or otherwise effectuate the rights herein, whether granted to the Publishers or reserved by the Author.

*Royalties:
regular sales*

4. The Publishers agree to pay the Author as follows:
A royalty for all copies sold of the work, less copies returned:

10 per cent of the catalog retail price,

with the following exceptions:

*sales at
special
discounts*

(a) On copies sold at a discount of 50 per cent or more of the catalog retail price, other than those mentioned hereinafter: when the royalty on regular sales is calculated on the retail price of the work, the prevailing royalty less one-half of one per cent for each one per cent of discount more than 49 per cent; when the royalty on regular sales is stipulated in dollars and/or cents, the prevailing royalty less an amount equal to five per cent thereof for each one per cent of discount more than 49 per cent; but in no case less than one-half the prevailing royalty, unless specifically mentioned in this agreement;

*sales of
sheets*

(b) On sales of sheets to prebinders, a royalty of 70 per cent of the prevailing royalty;

*export and
special sales*

(c) On copies sold for export, including sales to Canada, and on copies sold at a special price not exceeding 40 per cent of the catalog retail price, such as sales to employees for personal use, or sales in bulk to recognized book clubs, a royalty of 10 per cent of the amount which the Publishers charge, with no deduction for cash discounts or bad debts;

mail-order

(d) On copies sold as premiums or direct to the consumer through the medium of mail-order coupon advertising or direct-by-mail circularization, a royalty of 5 per cent of the amount which the Publishers charge;

*sales from
later small
editions*

(e) ~~On copies sold from a reprinting of 2,000 or less copies made two years or more after first publication, one-half the royalty rates named above; this provision being made for the purpose of keeping the work in print and in circulation as long as possible; - - -~~

*reprint edition:
paperbound,
hard-cover,
textbook,
library bound,
large-type,
single copies*

(f) On all copies sold (less returns) of any of the following editions published by the Publishers, the royalty specified: paperbound editions, 5 per cent of the retail price (3½ per cent on export sales); editions composed of sheets of a paperbound edition bound in hard covers, large-type editions, 10 per cent of the retail price; hard-cover cheap editions (as authorized in 5(a) hereunder) at a price not more than two-thirds of the original retail price, textbook editions sold at a price lower than that of the regular trade edition, single copies reproduced by microfilm, xerography or other means, 10 per cent of the amount which the Publishers charge;

overstock

(g) On copies of overstock which the Publishers, after eighteen months from the first publication of the work, deem it expedient to sell at less than one-half the catalog retail price, a royalty of 10 per cent of the amount which the Publishers charge, but if such copies be sold at or below cost, no royalty shall be paid;

free copies

(h) On copies furnished gratis to the Author, or for review, advertising, sample, or like purposes, or on copies destroyed by fire or water, or on copies sold at or below cost, no royalty shall be paid.

*Cheap hard-
cover edition:
adjustment of
royalties*

5. (a) The Author agrees that the Publishers may, after eighteen months from the publication of the work, bring out hard-cover editions at less than the regular price, or authorize another publisher to do so, and that, if the Publishers adjust the price of copies of the regular edition remaining unsold in the hands of booksellers, the royalty on such copies shall be adjusted to conform to the terms for the cheap edition as stated above.

Author's copies

(b) The Publishers shall give to the Author on publication 10 free copies of the work, and the Author shall have the right to purchase copies for personal use, but not for re-sale, at 60 per cent of the catalog retail price. Such purchases shall be paid for within 30 days after the date of the Publishers' invoice.

Audio-visual

6. The Publishers shall have the right in the English language and any language granted under Paragraph 9 (to be exclusive or non-exclusive as specified in the grant of territory in Paragraph 1) to adapt the work and otherwise to produce, manufacture, sell, lease, license, distribute, exhibit and transmit derivative versions of the work in any audio and/or visual form, including without limitation, film strips, phonograph records, tapes, telecartridges, motion pictures, radio or television broadcasts, and the following royalties shall be payable to the Author:

(a) 5 per cent of the Publishers' receipts;

(b) If one or a combination of two or more of said derivative versions of the work is used or sold together in a package with one or a combination of two or more derivative versions of any other work or works, a pro rata share of the above royalties shall be payable, based on the length or running time of the derivative version or versions of the work in relation to the length or running time of the package as a whole;

(c) If one or a combination of two or more said derivative versions is included in a package with a copy or copies of the work, the appropriate royalty provided for in Paragraph 4 above shall be payable in addition to the royalty provided for in Paragraphs 6(a) and 6(b) for sale of said derivative versions;

(d) If the Publishers supply musical, audio or other material to accompany a derivative version, no royalty shall be payable to the Author for any use of such material without use of the text or illustrations of the work or any adaptation thereof;

(e) No royalty shall be payable for copies of said derivative versions given free for publicity, promotional or other purposes, or on copies sold at or below cost.

*Additional
rights:*

7. The Publishers shall also have the following rights in the English language and all foreign languages (to be exclusive or non-exclusive as specified in the territorial grant in Paragraph 1), with respect to which they alone may make arrangements with third parties on their own behalf, or on behalf of the Author when necessary, and the division of the Publishers' net receipts or royalty from the sale or other disposition of these rights shall be as follows:

reprint

(a) Paperbound, hard-cover, or large-type reprint publication, 50 per cent of said royalty to the Author and 50 per cent to the Publishers;

book club

(b) Book-club publication, 50 per cent of said royalty to the Author and 50 per cent to the Publishers; but, if the rights granted in this agreement do not apply to Canada and the Publishers license a book-club edition of the work, the book club shall have the right to distribute its edition to its Canadian members, provided that the Publishers pay to the proprietor of Canadian rights 100 per cent of the royalties on Canadian sales and the same percentage of the club's full advance payment as the club's Canadian membership bears to its entire membership;

first serial

(c) Periodical publication including without limitation magazine, newspaper and digest, prior to book publication, 75 per cent of said receipts to the Author and 25 per cent to the Publishers;

*second serial,
anthology,
extracts,
readings*

(d) Periodical publication including without limitation magazine, newspaper, digest, after book publication; reprinting in whole or in part or excerpts or digests in anthologies or other volumes, pamphlets, etc.; public readings: 50 per cent of said receipts to the Author and 50 per cent to the Publishers;

audio-visual

(e) Reproduction of the text and/or illustrations, or any adaptation thereof, in any audio and/or visual form (other than by motion picture, radio or television, or in storage and retrieval systems) including without limitation film strips, phonograph records, telecartridges and tapes, 50 per cent of said receipts to the Author and 50 per cent to the Publishers;

radio and television

(f) Radio and/or television broadcasting, 75 per cent of said receipts to the Author and 25 per cent to the Publishers;

motion-picture and dramatic

(g) Motion-picture and/or dramatic (stage) productions, 75 per cent of said receipts to the Author and 25 per cent to the Publishers;

information storage and retrieval

(h) Use in information storage and retrieval systems, whether through computer, mechanical, or other electronic means now known or hereafter invented, and ephemeral screen flashing or reproduction thereof, whether by print-out, photo-reproduction or photo-copy, including without limitation punch cards, microfilm, magnetic tapes or like processes attaining similar results: 50 per cent of said receipts to the Author and 50 per cent to the Publishers;

commercial use

(i) Licensing or producing for commercial use, subject to the Author's approval, of the name and likeness of the Author, the work and the title thereof, in whole or in part, or any adaptation thereof, of any character therein, as the basis for trademark or trade name, advertising or other commercial exploitation of products other than the work itself and any derivative versions thereof: 75 per cent of said receipts to the Author and 25 per cent to the Publishers;

use by the physically handicapped

(j) Publication or transcription of the work in whole or in part without charge in braille, tapes or other forms for use by the physically handicapped: none;

selections for publicity

(k) Publication, broadcasting by radio or television without charge of such selections from the work for publicity purposes as the Publishers may consider appropriate to benefit its sale: none.

Editions in English abroad

8. The Publishers shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language in volume form together with any of the rights granted in Paragraph 7 above, and the division of all net receipts from such licenses granted on a royalty basis or for an outright sum shall be 75 per cent to the Author and 25 per cent to the Publishers; but if the Publishers sell sheets or bound books for other publishers' editions at a price inclusive of royalty, the Author shall receive 75 per cent of the royalty.

Translation

9. The Publishers shall also have the exclusive right to license to other publishers publication rights in all foreign languages in volume form together with any rights granted in Paragraph 7 above, and the division of net receipts from such licenses granted on a royalty basis or for an outright sum shall be 50 per cent to the Author and 50 per cent to the Publishers; but if the Publishers sell sheets or bound books for other publishers' editions at a price inclusive of royalty, the Author shall receive 50 per cent of the royalty.

10. All rights not specifically granted to the Publishers under this agreement are reserved by the Author. The Author agrees to notify the Publishers promptly of the disposition of any right which is reserved by the Author.

Accounting and payment

11. The Publishers agree to render semiannual statements of accounts to April 30 and October 31 of each year, on or before August 31 and February 28 following, and to make settlement in cash at the same time. In reporting sales the Publishers may withhold a reasonable reserve for future returns during the period after publication in which books are returnable by the booksellers. After two years following the original publication date regular royalty statements need not be issued by the Publishers until accumulated earnings from all sources, due and payable, exceed \$10.00, unless requested in writing by the Author. Should the Author receive an overpayment he agrees that the Publishers may deduct such amount from any further earnings of the work or any other works by him which may be published by the Publishers, it being understood that an unearned advance is not an "overpayment."

Limitation of income

12. The maximum payment to be made to the Author in any one calendar year, all of the foregoing not to the contrary, shall not exceed \$ _____, and if the Author shall be entitled to any amount in excess of \$ _____, such excess shall be paid to the Author in the following year or years, limited, however, to a maximum of \$ _____ in any one year, whether due under this agreement or other agreements now or hereafter entered into between the Author and the Publishers.

Option on other work

13. ~~The Author hereby grants to the Publishers the option to publish, on fair and reasonable terms to be arranged, the Author's next - - -~~
~~The Publishers shall be entitled to a period of two months after the submission of the completed manuscript, which period shall not commence to run prior to one month after the publication of the work covered by this agreement, within which to notify the Author of their decision. If within that time the Publishers shall notify the Author of their desire to publish the manuscript, they shall thereupon negotiate with the Author with respect to the terms of such publication. If the parties are unable in good faith to arrive at a mutually satisfactory agreement for such publication, the Author shall be free to submit the manuscript elsewhere, provided, however, that the Author shall enter into a contract with another publisher for the publication of such manuscript only if the terms of such contract are more favorable to the Author than those offered by the Publishers. If more than one book is under option and one of the option books should not be accepted, the Publishers' option on subsequent books shall become null and void. - - - - -~~

14. The Publishers agree to pay to the Author, as an advance against and on account of all earnings due the Author under this agreement, the sum of \$3,000.00 payable upon signature of this agreement.

PART TWO

Author's failure to deliver MS.

1A. Default in delivery of manuscript by the date above stated may be deemed cause for the termination of this agreement if the Publishers should so elect, and, in such case, they shall have the right to recover from the Author any and all amounts which they may have advanced to him or spent in the expectation that the agreement would be adhered to; but should the Publishers consent to accept the manuscript at a later date, they shall not be required to publish within the limit of time above stated.

Final copy, index, illustrations, etc.

2A. The Author agrees to deliver to the Publishers final revised copy satisfactory to them in content and form and ready for the press; if it should not be, the Author shall have the option of revising it or of commissioning the Publishers to have it properly prepared at the Author's expense. ~~If an index is required or if drawings, photographs, tables, maps, charts, or other illustrative matter should be deemed necessary by both parties, the copy shall be prepared or supplied by the Author or, in his default, by the Publishers at the Author's expense.~~ The Author agrees to read, revise, correct and return promptly all proofs supplied by the Publishers. If alterations in the proof are made at the Author's request (or because of the Author's failure to deliver accurate copy for the printer) which cost more than 10 per cent of the cost of composition, exclusive of the cost of correcting printers' errors, the Author shall be charged for such excess. The author agrees to pay any and all such charges when billed by the Publishers.

proof corrections

Permissions, clearances

3A. The Author agrees to obtain at the Author's own expense all permissions or clearances needed to reproduce any textual or illustrative material in the work that is not in the public domain or cannot be considered "fair use," and to deliver with the completed manuscript copies of all agreements, correspondence and copyright assignments relating thereto, together with acknowledgments and copyright notices.

Author's guarantee as to proprietary rights, libel, etc.

4A. The Author represents and warrants that he is the sole author and proprietor of the work, and that he has full power to make this agreement and grant, that it in no way infringes upon any copyright or proprietary right of others, and that it contains nothing unlawful, libelous, or in violation of any right of privacy. The Author agrees to indemnify and hold harmless the Publishers, any seller of the work, or any licensee of a subsidiary right in the work, against all liabilities, losses, damages, and expenses of any kind whatsoever resulting from any claim, action, or proceeding (whether or not based on a warranty, indemnity, or undertaking of the Publishers) asserted or instituted on the ground that the work violates any copyright or proprietary right or contains anything unlawful, libelous, or in violation of any right of privacy.

defense of copyright

In case of any infringement of the copyright of the work by others, the Publishers may in their discretion sue or employ such remedies as they deem expedient, and all such suits or proceedings shall be at the joint expense of Author and Publishers, and the net proceeds of any recovery shall be divided equally between them, but the Author shall not be liable for any expenditure for such purposes in excess of \$500.00 undertaken by the Publishers without his previous consent in writing.

Competitive material

5A. The Author agrees that, while this agreement is in force, he will not, without the written permission of the Publishers, publish or permit to be published in book or pamphlet form, or dispose of any subsidiary rights in, any material controlled by the Author that is based on the work or is of such a nature as to impede or reduce its sale.

Prior publication elsewhere

6A. If the Author retains the right to first serialization of the work, he shall notify the Publishers promptly of any such arrangement for publication, in order that the Publishers, when they publish the work, may be in a position to comply fully with all requirements under the United States Copyright Acts, and if any registered copyright therein shall be in the name of any person or party other than that stipulated in Paragraph 3 he shall deliver to the Publishers promptly legally recordable assignment or assignments of such copyright; he shall not permit serialization of the work as a whole, substantially complete, or condensed, or publication in a single installment without the Publishers' written consent; he shall not require the Publishers to postpone publication, in order to permit serialization, beyond the season for which the book has been catalogued, without compensation satisfactory to the Publishers. If the Author should arrange for publication of the work elsewhere than in the United States (provided Paragraph 1 permits him to do so), he agrees that it shall not precede publication in the United States without the Publishers' consent in writing; and that, if publication elsewhere has taken or will take place with the Publishers' consent, they shall not be responsible for securing American copyright if it should be impracticable to do so.

Default by the Publishers

7A. If the Publishers should fail to pay moneys due or to deliver statements as agreed, within three months from the date of written demand by the Author or his representatives, this agreement shall be canceled and all rights in the work granted herein shall revert to the Author forthwith, and without further notice, and without prejudice to moneys due to him from the Publishers.

8A. Except for loss or damage due to their own negligence, the Publishers shall not be responsible for loss of or damage to any property of the Author. The Publishers' liability for loss of or damage to any property of the Author shall in no event exceed the amount payable to the Publishers under any insurance carried by them covering their liability for such loss or damage.

Revised edition

9A. In order to keep the work up-to-date the Author shall, if called upon by the Publishers, edit and revise it for new editions while this Agreement is in effect and shall supply any new matter that may be needful to that end. In the event of the Author's neglecting or being unable by reason of death or otherwise to edit or revise the work, or supply new matter where needful, the Publishers may procure some other person to edit or revise the work, or supply new matter, and may deduct the expense thereof from the royalties payable to the Author, and in such revised edition may describe such person as editor or co-author. If revisions require resetting of more than 50 per cent of the work, and if the royalty rate provided in Paragraph 4 is on a rising scale, the rate on the new edition shall begin at the original rate provided for the first edition.

*Termination
of this
agreement*

10A. Should the Publishers fail to keep the work in print, and after written demand from the Author decline or neglect to bring it back into print within six months, this agreement shall terminate and all rights granted hereunder shall revert to the Author, together with any existing property originally furnished by him at his expense, provided that all obligations of the Author to the Publishers have been met. It is understood that the work shall be considered to be in print if it is on sale by the Publishers in any edition or if it is on sale in an edition licensed by the Publishers during the term of this agreement, or under option for such publication. Should the Publishers after two years from the date of first publication give three months' notice to the Author of their desire and intention to discontinue publication, this agreement shall terminate and all rights granted hereunder shall revert to the Author. Any termination of this agreement shall not terminate or affect (i) any license for rights granted by the Publishers to third parties prior to the date of termination, (ii) any of the Publishers' rights hereunder to any payments made pursuant to such third-party agreements, (iii) the Publishers' right to liquidate any stock remaining at the time of termination, subject to the payment of the royalty provided for in this agreement, (iv) the Author's warranties and indemnities hereunder.

Governing law

11A. This agreement shall be interpreted under the laws of the State of New York.

*Waiver or
modification*

12A. This agreement constitutes the complete understanding of the parties and no waivers or modification of any provision shall be valid unless in writing, signed by the Author and the Publishers. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

This agreement shall be binding upon the heirs, executors, administrators, or assigns of the Author, and upon the successors or assigns of the Publishers.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

ANDRE NORTON

And Zuckerman
Witness

Andre Norton

Leana T. Shady
Witness

By George H. Nicholson
THE VIKING PRESS, INC.