

New York City, October 29, 1954

~~Andre Norton~~

hereinafter described as the author, and referred to by the masculine singular pronoun, and Harcourt, Brace and Company, Inc., hereinafter described as the publishers, agree as follows:

I. ~~Within~~ ~~The author has placed~~ ~~from the~~
date of this agreement, the author shall place in the hands of the publishers the manuscript and materials from which illustrations, if needed, can be prepared without redrawing, of a work to contain about 55,000 words, and provisionally entitled

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~~If the manuscript is not furnished properly prepared for the press, 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 the author fails to deliver the manuscript within the specified time, unless extended in writing by the publishers, or if the manuscript as delivered shall prove unsatisfactory to the publishers, the publishers shall have the right to terminate this agreement and to recover from the author any and all amounts which they may have advanced to the author in connection with the work which is the subject of this agreement, but until this agreement has been terminated and until such amounts as have been paid in advance have been repaid to the publishers the author shall not be free to cause the publication of the said work elsewhere.~~

II. The right to receive the royalties and other considerations hereinafter named shall be the property of the author, and his representatives and assigns. He guarantees to the publishers that the work has not heretofore been published in book form and that he is the ~~author~~ and, for the purposes of this agreement the sole proprietor of said work; and he agrees to pay anything that may be legally or equitably due to any other person on account of any portion of the contents of said work; ~~and he further agrees that during the life of this agreement he will not, without the consent of the publishers, furnish to any other publisher any work on the same subject, and of similar extent and character, apt to conflict with the sale of the work above named, and that in case the publishers object to any future work of his as apt so to conflict or as so conflicting, the question of conflict and damages shall be referred to arbitration in accordance with Clause XVI of this agreement.~~ He further guarantees to the publishers that the said work is in no way whatever a violation of any copyright belonging to any other party, contains nothing scandalous or libelous, and that no person's right of privacy is invaded, and that he will hold harmless and defend the publishers from all manner of claims on the ground that said work violates any copyright, or contains anything scandalous or libelous, or invades any person's right of privacy, and that he will compensate them for any sums, including their attorneys' fees, which they may find it necessary to pay in settlement of any claim or judgment against them, as well as for any property or advertising whose value is impaired by reason of such violation of copyright, or publication of libel or scandal, or invasion of a right of privacy.

III. In consideration of the stipulations and covenants of the respective parties hereto, the author hereby grants to the publishers and their successors, representatives and assigns full, sole and exclusive license to print, publish and sell the above work. The publishers shall within reasonable time publish said work at their own expense in such style and manner, and shall keep it in print as long, and at such times, as they shall deem expedient. They shall have the exclusive right to take out copyright in their own name, ~~or in the name of the author if he so elects,~~ but unless specially agreed in writing they shall not be responsible for taking out any copyright outside of the United States. They shall also have the right to effect any renewals of copyright that may be provided for by law, and the right to any assistance from the author or his executor, heirs, or next of kin essential thereto. The author shall divide equally with the publishers the expenses of any suit the publishers may bring for infringement, and shall receive one-half of any damages that may be recovered in any such suit; or the author may, at his option, decline to participate in the risks and proceeds of any such suit, leaving both open to the publishers.

IV. For alterations which the author makes in proof after the type has been set up in conformity with the manuscript, he shall pay all charges in excess of fifteen per cent of the cost of the type-setting from the original manuscript; and he shall pay in full for any corrections in the plates which he requires, or which are necessary for the correction of actual errors, after the plates have been made in conformity with the last page proof as corrected by the author. At any time after proofreading begins, in case the publishers find the rate of alterations in proof materially above the allowance, the author shall, on demand, deposit on account of them such a reasonable amount as the publishers may ask for. The author shall promptly furnish copy for an index satisfactory to the publishers, if they consider one desirable.

~~V. Whenever called upon by the publishers, the author shall prepare matter for new editions of the work. In case of desiring a new edition, or new editions, after the author's death or disability, the publishers may engage competent persons to prepare them, and charge the expense against the author's royalty. Unless otherwise agreed, the plates shall be arranged for such new editions at the expense of the publishers, but the publishers shall not bear the expense of inserting any amendment unless they consider it important enough to justify insertion.~~

VI. Except in the cases hereinafter provided, the publishers shall pay the author a royalty of ten (10) per cent of the published price on all copies of the regular edition which they sell.

On demand, the publishers shall pay the author an advance of four hundred dollars (\$400.00) on account of income accruing to the author from the work which is the subject of this agreement.

VII. When copies or editions, whether bound or in sheets, are sold at half the published price or less, less than the net wholesale price, or for export, the publishers shall pay the author a royalty of ten per cent of the price actually received. After one year from the date of original publication the publishers shall have the right to publish under their own imprint cheap editions of said work at any price less than two-thirds of the current published price and they agree to pay the author, in consideration of the right to publish said cheap editions, ten per cent of the net receipts from the sale of said editions; and the publishers shall also have the right to grant the cheap edition rights of said work on a royalty basis to a regular cheap edition publisher and in consideration of this right they shall pay the author one-half the actual royalty received from said cheap edition publisher. If the publishers arrange for independent publication in any foreign market on a royalty basis, or for an outright fee, they shall pay the author two-thirds of the royalty or fee received. If, after the first printing is exhausted, the sales fall below five hundred copies during either the first or the second six months in any calendar year, the publishers shall pay the author a royalty of ~~on all copies of the regular edition which they sell during said six months.~~ No royalty shall be paid for copies given away for advertising purposes, or for remainders or damaged copies sold below cost. In cases of sale through depositories or when books are taken in exchange the publishers shall pay the author the regular rate of royalty on the net amount received.

VIII. The publishers shall control anthology rights, digest rights, and rights to publish selections, and if such rights are sold the proceeds shall be equally divided between the author and the publishers. The publishers shall control all translations, serialization after publication in book form, radio and television broadcasting rights, and rights of reproduction by phonograph records or other mechanical devices; the publishers shall pay the author two-thirds of the net proceeds from the sale of such rights. If dramatic and/or motion picture (sight and sound) rights are sold by the publishers, the publishers shall pay the author eighty per cent of the proceeds from the sale of such rights without deduction of agent's commission, if any. If dramatic and/or motion picture (sight and sound) rights are sold by other than the publishers, the publishers shall receive, as an acknowledgment of their contribution to the value of said rights, ten per cent of the net proceeds.

IX. If book club rights are sold to a book club which pays a royalty or an outright sum for a license to distribute to its members or subscribers the work which is the subject of this agreement, the publishers shall pay the author one-half of the amount received therefor.

X. The publishers shall give to the author on publication ten free copies of the said work and the author may buy further copies at the regular trade discount.

XI. The publishers shall be responsible for only the same care of any property of the author in their hands under this agreement that they take of their own. They shall be responsible for its safety from fire or water or loss only to such an amount (if any) as the author shall request them in writing to keep it insured for at his charge.

XII. If the publishers, because the demand for the work is not, in their opinion, sufficient to render its publication profitable, wish to discontinue permanently the publication of said work and they are ready to melt the electrotype plates (if any), the author shall have the right to take from the publishers, as an entirety, all bound copies on hand at cost, all copies in sheets at cost, and the stamps, electrotype plates and engravings of illustrations (if any) at one-half their cost to the publishers, including the composition, and thereupon the rights shall revert to the author; upon the failure of the author to exercise this option by paying for the same in cash within thirty days after notice has been mailed to him by the publishers to his latest address on the publishers' books, the publishers shall have the right to dispose of the physical property as they may see fit, free of any commission or royalty or any other responsibility under this agreement.

XIII. Settlements of accounts, up to each January and July, shall be had on the twenty-fifth day of each April and October respectively subsequent. The balance to the author's credit at any settlement shall be paid one-half in cash and the remainder in sixty days. Whenever the balance due at any settlement date shall amount to less than ten dollars (\$10.00), no accounting shall be had until the next semi-annual settlement after the balance accrued shall equal or exceed ten dollars (\$10.00). Should the author receive an overpayment of royalty on copies reported sold but subsequently returned, the publishers may deduct such overpayment from any further earnings of said work or any other works by him which may be published by the publishers. The interest, property, and liabilities of either party under this agreement can be assigned without responsibility for any act or failure of the assignee, but can be assigned only in entirety.

XIV. Any sums due and owing from the author to the publishers shall be forthwith charged to and paid by the author and may be deducted from any sums due or to become due from the publishers to the author, whether by reason of this agreement or any other agreement between the parties, but unless otherwise agreed this provision shall not apply to an unearned advance on account of income accruing to the author from a specified work.

~~XV. Since a continuing relationship within the scope of this agreement is contemplated by the author and the publishers, the author agrees to give an option~~

XVI. All disputes that may arise relating to this agreement shall be submitted to arbitration under the rules for the time being of the Committee on Arbitration of the Chamber of Commerce of the State of New York. In the event of the failure of the parties to agree upon arbitrators, the Committee on Arbitration of the Chamber of Commerce is hereby authorized to select three impartial persons from the "official list" of arbitrators with the same force and effect as if their names were herein inserted. When the arbitration is to be held in a jurisdiction other than New York, the Rules of the American Arbitration Association shall apply.

XVII. Regardless of where this agreement is executed, it shall be interpreted under the laws of the State of New York.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Author signs here →

André Norton

HARCOURT, BRACE AND COMPANY, INC.,

Spencer Scott, Pres.

AGREEMENT

between

ANDRE NORTON

and

HARCOURT, BRACE
AND COMPANY
INC.

relative to

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date October 29, 1954

XVI. All disputes that may arise relating to this agreement shall be submitted to arbitration under the rules for the time being of the Committee on Arbitration of the Chamber of Commerce of the State of New York. In the event of the failure of the parties to agree upon arbitrators, the Committee on Arbitration of the Chamber of Commerce is hereby authorized to select three impartial persons from the "official list" of arbitrators with the same force and effect as if their names were designated by the parties. When the arbitrators so selected are unable to reach a unanimous decision, the majority shall constitute a majority of the arbitrators. The arbitrators shall have the power to administer oaths and to award interest and costs. The arbitrators shall be bound by the law of the State of New York. This agreement is executed, it shall be interpreted under the laws of the State of New York.

XVII. WHEREAS the parties have entered into this agreement, the day and