

#1625

AGREEMENT made this 26th day of March 1953, by and between

ANDRE NORTON

whose post office address is 1829 Hamnering 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:

**THE GRANT
AND THE
TERRITORY**

I. The Author hereby grants and assigns to the Publisher the sole and exclusive rights of publication in book form in the United States of America and Canada, ~~and throughout the world~~ in a certain work tentatively entitled
THE STARS ARE OURS an original work of fiction

(hereinafter referred to as the "Work"), 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 publisher.**

(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 on behalf of the Author 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.

(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.

**THE
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 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, and if the Publisher shall give the Author notice of any claim, demand, or suit, and give to the Author such time as the exigencies of the situation permit in which to undertake such defense, then if default shall be made by the Author in the respects aforesaid the Publisher is hereby granted the right to make such defense 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
OF THE
WORK**

IV. (A) 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. That the Publisher agrees to publish the said Work, at its own expense, in such style as it deems best suited for the sale thereof, provided the manuscript shall be delivered within the time herein stipulated, within **twelve (12)** 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.

THE
MANUSCRIPT

53 (B) The Author agrees to deliver to the Publisher not later than the 30th day of June, 19 , a complete, legible, finally revised copy of the manuscript, in form and content acceptable to the Publisher. If requested by the Publisher, the Author shall deliver an index as soon as possible 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.

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.

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 its option, by written notice to the Author terminate this agreement, whereupon the Author shall return to the Publisher all amounts which it may have advanced to him, and upon making such payment all rights granted by the Author shall revert to the Author.

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

PRINTER'S
PROOFS

(D) 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.

(E) So long as this agreement shall be in force and effect, the Author will not publish or permit to be published any other material written or edited by him which would directly or indirectly interfere with the sale or tend to lessen the sale, of the Work.

ROYALTIES

V. The Publisher agrees to pay to the Author the following royalties according to the following schedule:
An advance of Two Hundred Fifty Dollars (\$250.00) on the signing of this agreement and an additional Two Hundred Fifty Dollars (\$250.00) on delivery of the complete and satisfactory manuscript, against a royalty of ten per cent (10%) of the list price on the first seven thousand five hundred (7500) copies sold, twelve and one-half per cent (12½%) on the next twenty-five hundred (2500) copies sold, and fifteen per cent (15%) of the list price thereafter.

MAIL
ORDER

(A) On copies of the Work sold direct to the consumer by or through direct mail promotion and/or Mail Order advertising, one-half of the prevailing royalty shall be paid to the Author.

(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
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. The Publisher shall have the right to export copies of its edition for sale throughout the world.

(D) No royalties shall be paid on copies furnished gratis to the Author, or for review, bonus, advertising, sample, or like purpose.

(E) 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 accruing to the Author under this contract and/or all other contracts between the parties or their assigns.

REPRINTS

(F) 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 10% calculated on the net amount received by the Publisher.

(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 the Work shall in the Publisher's opinion become unsalable in the ordinary channels of trade, the Publisher may sell the remaining copies 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.

(I) The Publisher may at its discretion grant permission to publish 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

VI. (A) The Publisher shall render statements of account as of June 30 and December 31 of each year and shall make settlement thereunder on or before March 31 for the six-month period ending the preceding December 31, and on or before September 30 for the six-month period ending the preceding June 30.

(B) 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 Dollars (\$100.) 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.

ten (10)

FREE COPIES

(C) The Author shall be entitled to receive on publication ~~50~~ presentation copies of the said Work and shall have the right to purchase further copies, for personal use, at the wholesale price of 40% off list.

DIVISION OF SUBSIDIARY INCOME

VII. (A) The further subsidiary and additional rights referred to in paragraph "I." are hereby defined to include the rights enumerated below and are to be shared by the author and publisher in the percentages indicated, less only direct expenses incurred by the publisher, including agents' commissions, in disposing of such rights:

	To Author	To Publisher
(1) Abridgment and anthology	50%	50%
(2) Second-serial and syndication (including reproduction in compilations—magazines, newspapers, or books)	50%	50%
(3) Book clubs or similar organizations	50%	50%
(4) Reprint	50%	50%
(5) The right to sell, lease, or license for use throughout the world:		
(a) Dramatic rights	75%	25%
(b) Motion picture rights	75%	25%
(c) Radio and television rights	75%	25%
(d) Mechanical reproduction rights	75%	25%
(6) Sole and exclusive rights of publication in:		
(a) The United Kingdom	75%	25%
(b) The British Empire and/or the British Commonwealth of Nations	75%	25%
(c) Other foreign countries	75%	25%
(d) Translation	75%	25%

(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.

VIII. In the case of bankruptcy, receivership of the Publisher, or assignment for the benefit of creditors, all rights herein granted shall revert to the Author unless the Author is indebted to the Publisher at the time of liquidation in which case the rights shall not revert to the Author until an adjustment is made.

IX. 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

X. The Author hereby grants to the Publisher the irrevocable option to accept for publication the next two 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.

XI. 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

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

AUTHOR'S
AGENT

TITLE	AUTHOR	AGENT	ADDRESS	DATE	NO.
The Stars Are Ours!					



XIII. 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.

In the Presence of:

Martha Conner
.....
WITNESS

.....
WITNESS

THE WORLD PUBLISHING COMPANY,

By

[Signature]
.....

Andhe Norton
.....
AUTHOR

L.S.