

MEMORANDUM OF AGREEMENT made this 11th day of March 1974
BETWEEN André Norton
c/o Larry Sternig Literary Agency,
2407 N. 44th Street, Milwaukee, Wis. 53210

(hereinafter called the Proprietor) of the one part
AND

Ullstein Verlag, 1 Berlin 61, Lindenstr. 76

(hereinafter called the Publishers) of the other part
WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS
regarding the work by

André Norton

entitled: STARS ARE OURS
GALACTIC DERELICT (hereinafter called the said work)
STORM OVER WARLOCK

1. The Proprietor hereby grants to the Publishers the sole licence to translate and publish the said work in ~~volume form~~ in the German language subject to the terms and conditions following:

pocket book
2. The Publishers shall pay to the Proprietor **an advance of DM 1.530.-- (onethousand-andfivehundredandthirty)** for each title for a guaranteed edition of 17,000 copies per title, payable on signature of this agreement.

3. The Proprietor further grants to the Publishers during the validity of this agreement the following rights subject to the undermentioned provisions:

a) The right to arrange for their translation of the said work to be published in serial and serial digest form subject to the payment to the Proprietor of **sixty per cent** of all fees for serials appearing BEFORE and of **fifty per cent** for serials appearing AFTER publication of their volume edition.

b) The right to arrange for the translation of the said work to be distributed by a book club in which the Publishers have no financial interest subject to the payment by the Publishers to the Proprietor of **fifty per cent** of all fees or royalties received on such account but should the Publishers wish to distribute the said translation through a book club owned by themselves then the royalty payable by the Publishers to the Proprietor shall be the subject of mutual agreement between them.

c) The right to arrange for publication in volume form of condensations or of cheap reprint or pocket book editions of the said work by other Publishers subject to payment to the Proprietor of **fifty per cent** of all fees and/or royalties received on such account.

d) The Publishers shall accept no offer for rights mentioned in this clause under (a), (b), and (c) without the written consent of the Proprietor's agent. The Publishers further undertake to pay all sums due to the Proprietor for such rights to the Proprietor's agent within ten (10) days of receiving payment themselves and not to credit these sums to the Proprietor's royalty account.

e) In the event that the PUBLISHERS wish to publish a paperback or other subsidiary edition of the said work themselves or through a firm under their control or as a club edition through a book club in which they hold a financial interest then in any of these events the terms and royalty scale of such a subsidiary publication shall be the subject of mutual agreement between the parties.

4. The Publishers shall publish the said translation in book form within **twelve** months of the date of this agreement failing which the licence granted shall be automatically cancelled and the Publishers shall forfeit such sums as they shall have paid under Clause 2 hereof.

5. The translation of the said work shall be made faithfully and accurately and abbreviations or alterations in the text thereof shall be made only with the written consent of the Proprietor or the Proprietor's agent.

6. ~~Six~~ ^{four} copies of the German edition shall be forwarded by the Publishers promptly on publication as complimentary copies. Of these ~~four~~ ^{four} copies shall be sent directly to the Proprietor at and two copies to the Proprietor's Agent, Agence Hoffman, 8 München 23, Seestrasse 6.
7. The Publishers undertake that the name of the Author shall appear in its customary form in due prominence on the title page and on the binding of every copy produced. The title of the said work in **English** shall appear beneath the title or on the back of the title page of every copy produced.
8. The licence herein granted is assigned to the above named Publishers solely and shall only be transferred by them with the written consent of the Proprietor or his agent.
9. Accounts of sales of the said work shall be made up by the Publishers yearly to the in each year and delivered and settled within thereafter.
10. Should the Publishers allow the said translation to go out of print or off the market and fail within three months of formal notice from the Proprietor or the Proprietor's agent to announce their intention of reprinting the said work and restoring it to the market within nine months of the date of such notice or having so announced their intention should they fail to restore the said work to the market within the specified period then in any such case all rights conveyed by this licence shall revert to the Proprietor without further notice and without prejudice to the Proprietor's claim to any moneys paid or then due.
11. The rights granted herein shall revert to the Proprietor without further notice ^{ten} years from the date of this agreement: that is on ~~11.3.84~~, unless extended by special agreement for a further period. Upon termination all rights shall automatically revert to the Proprietor subject however to any sub-licence granted by the Publishers and approved by the Proprietor during the validity of this agreement.
12. Should the Publishers be declared bankrupt or violate any of the terms of this agreement other than specified in Clause 10 hereof and not rectify such violation within one month of written notice from the Proprietor or the Proprietor's agent to do so then in such case all rights to publish or distribute the said translation shall forthwith revert to the Proprietor without further notice.
13. All payments and accountings due under the terms of this agreement shall be made by the Publishers to Agency Hoffman, (bank account with Merck, Finck & Co. No. 200 58 A, Munich, Pacellistr. 4,) who are acting in conjunction with Larry Sternig, whose receipt shall be a full and sufficient discharge of the Publishers obligation and the Proprietor declares that his said agents are authorized to act in all matters arising out of this agreement. Milwaukee.
14. All dramatic, motion picture, television and broadcasting rights and all other rights whatsoever in the said work not specifically granted to the Publishers in this agreement are reserved by the Proprietor.
15. This contract shall not be valid until the sum due on signature of this agreement under Clause 2 hereof has been received by the Proprietor's agent.
- 16.

AS WITNESS THE HANDS OF THE SAID PARTIES: