

HOUGHTON MIFFLIN COMPANY
GENERAL DEPARTMENT ROYALTY CONTRACT

Agreement, made this Eleventh day of May 19 43,
between Andre Norton
of 1829 Mannering Road, Cleveland, Ohio.

hereinafter designated as the Author, and Houghton Mifflin Company of Boston, Massachusetts, hereinafter designated as the Publishers.

1. The Author hereby grants and assigns to the Publishers a work the subject or title of which is

NORREYS OF THE NETHERLANDS

with all translations, abridgments, selections, and all other rights now or hereafter during the term of this agreement recognized as the property of the Author in said work or in any parts thereof; ~~except~~, together with any existing copyrights thereof, and with the exclusive right and ^{Copyright.} power in their name or in the name of the Author to take out copyright thereof in the United States and elsewhere, and to publish and sell said work in all languages, editions, abridgments, and selections during the term of any copyright and during any renewal or extension thereof accruing to the Author, under the present or any future law of any country in which copyright is taken; the Author agreeing to secure any renewal, continuation, or extension of copyright which shall accrue under the present or future law of any country in which copyright is taken, and to grant and assign the same to the Publishers. The obligations of and benefits to the Parties with respect to any renewal or extension shall be the same as for the original term.

2. The Author expressly warrants ~~her~~ sole ownership of said work and ~~her~~ full power to make this grant; that said work has not heretofore been published in book form; that it is not a violation of any other copyright, nor of any proprietary right; that it is not scandalous nor libelous; and the Author agrees to hold harmless and defend the Publishers against any costs, damages, liability, or expenses in connection with any claim of any violation of another copyright or of any other proprietary right, or of any scandalous or libelous matter in said work, or by reason of a claim for breach of privacy. ^{Author's guarantee.}

3. The Author agrees to supply any index for said work that may be required ^{Index.} by the Publishers.

4. The Publishers agree, when the manuscript is completed in a form satisfactory to both parties, to manufacture, publish, and offer said work for sale in book form at their ^{Publication.} own expense in such style and at such price as they deem best suited to its sale, and to pay said Author ~~Ten~~ per cent of the list price for each copy by them ^{Author's royalty.} sold during the original term of copyright or any renewal thereof, and to make an advance payment against the royalty account of Two Hundred (\$200.00) Dollars on receipt of the complete and satisfactory manuscript; with balance of accrued payable on date of publication.

(a) The Publishers may sell said work in sheets, or in bound form, at a reduced rate for export, paying to the Author a royalty of 5% of the list price of the regular trade edition in the United States.

(b) The Publishers may sell said work in a special edition at a reduced price, or dispose of copies of the regular trade edition at reduced price for special use or after the remunerative sale of the regular trade edition has ceased, paying to the Author a royalty of 10% of the gross price obtained, if said price shall be more than the amount carried as the manufacturing cost price upon the Publishers' accounts; but there shall be no royalty if the Publishers shall dispose of copies as a remainder at or below said cost price.

(c) The Publishers may lease said work for publication under any imprint other than their own in any country, dividing the net proceeds of such lease equally between the Author and the Publishers.

(d) The Publishers may issue said work in a reprint edition at a list price not exceeding one dollar, paying to the Author a royalty of 5% of the list price.

(e) The Publishers may sell said work on a royalty, or for a lump sum in lieu of royalty, to an organization such as the Book of the Month Club, the Literary Guild, or the Junior Literary Guild, dividing such royalty or sum equally between the Author and the Publishers, and paying the Author's share within fourteen days after the receipt of such proceeds by the Publishers.

(f) The Publishers may sell said work for Educational use through Branch Offices of the Educational Department of Houghton Mifflin Company; the royalty on copies so sold shall be 10% of net price, which shall be the Retail Catalogue Price less 25%.

5. The Publishers shall render semi-annual statements of account in the months of ~~June~~ and ~~December~~, covering sales to the last day of ~~March~~, and the last day of ~~September~~ preceding, and pay the balance shown to be due the Author in cash with the statement.

6. The Publishers may publish or permit others to publish such selections from said work as they think proper to benefit its sale, without compensation to the Author.

7. The Publishers may sell the second serial rights of said work, the right of translation into other languages, the right of publication in other countries, or the right to publish selections or abridgments, dividing the net proceeds of any such sales equally with the Author.

The Publishers may sell the dramatic, motion picture, or television rights, or broadcasting rights by radio, paying to the Author ~~Fifty~~ per cent of the proceeds of such sale.

8. Alterations in type, or plates, after delivery of copy to the Publishers, which exceed 20% of the Publishers' charge for composition, shall be at the expense of the Author.

9. Title to the plates, engravings, dies, type forms, printed copies, and all material used in publishing the work shall rest in the Publishers. If rendered valueless by fire or any other cause, the Publishers shall have the option of reproducing them, and if the Publishers do not do so, then after they have sold all salable copies of the work on hand and have accounted for and paid any royalty due thereon, they shall reconvey the copyright and all other rights in said work to the Author; and this contract shall terminate.

10. If, at any time, it shall become necessary in the judgment of the Publishers to permit the return by the "trade" of unsalable stock of said work, any royalties on said returned stock previously paid to said Author shall be debited against the account of said Author.

11. If, at any time after three years from the date of publication of said work, the annual sale in the regular trade edition shall be less than two hundred and fifty copies, then the Publishers shall thereafter render statements of account annually.

12. The Publishers may, when in their opinion the public demand or other causes do not justify them in continuing to publish the work, send by registered mail to the Author at ~~her~~ last known address an offer to sell to the Author any plates of the text and of the illustrations or dies, at half their cost, and all copies of the work then on hand, at cost. If the Author shall within sixty (60) days of the mailing of the offer accept it and pay for the said material offered, the Author shall thereupon become the sole owner of the copyright on said work. And thereupon the Publishers shall transfer the plates of the text and of the illustrations, dies, stock, and any copyright or copyrights held by them to the Author. If such written offer is not accepted and payment made within sixty (60) days after the offer has been mailed, then the Publishers may destroy and dispose of the material on hand free from any claim on the part of the Author, and this Agreement shall terminate.

Disposition of plates, etc., on discontinuance of publication.

13. The Publishers shall give the Author twelve free copies of the work and allow a discount of 40% from list price on additional copies purchased.

Author's copies.

14. The Publishers shall have the first offer of the Author's next literary work intended for publication in book form.

Option.

15. This agreement may be assigned by either party, and the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable. Said contract shall be assigned only as a whole and not as a part nor as to any part interest therein.

Assignment

16. This contract shall be binding upon, and shall be for the benefit of, the Author and also ~~her~~ heirs, executors, administrators, { and } or } assigns, and likewise upon and for the benefit of the Publishers and also their successors { and } or } assigns, unless contrary to the context.

17. If illustrations are supplied by the author, the originals of such illustrations shall, upon request, be released to the Author after the expiration of a period of one year from the date of original publication. It is agreed that the Publishers shall take all suitable measures for the preservation of said originals, but shall not be responsible for loss or damage.

Signed and delivered the day and year first above written.

HOUGHTON MIFFLIN COMPANY,
BY
PUBLISHER Benjamin W. Vickard
Vice President

AUTHOR _____

Agreement

BETWEEN

AND

HOUGHTON MIFFLIN COMPANY

FOR THE PUBLICATION OF

_____ 19

Sward
Sarna