EXHIBIT 9
Agreement

between

Matthew B. Miles
Michael Huberman

(author)
and
Sage Publications, Inc.
2455 Teller Road
Newbury Park, California 91320

FOR BOOK PUBLICATION OF:

QUALITATIVE DATA ANALYSIS:
A New Sourcebook of Methods, Second Edition

Dated

July 9, 1991
AGREEMENT made this 9th day of July, 1991, between Sage Publications, Inc., 2455 Teller Road, Newbury Park, California 91320 (hereinafter called the Publisher) and Matthew B. Miles, Senior Research Associate, Center for Policy Research, 475 Riverside Drive, Suite 7228, New York, NY 10115 (hereinafter called the Author), with respect to a work tentatively entitled

QUALITATIVE DATA ANALYSIS: A New Sourcebook of Methods, Second Edition

Five hundred fifty (550) manuscript pages

typewritten, double-spaced 8 1/2" by 11" pages, including tables, figures, charts, graphs, and similar materials.

(1800 characters per page)

I. RIGHTS

The Author hereby grants and assigns to the Publisher, its successor and assigns (and the term "PUBLISHER" is deemed to include all of the foregoing), the following exclusive rights in the Book during the term or terms of copyright and all renewals and extensions thereof:

To publish and market the Book throughout the world, to publish or license others to publish the Book in whole or in part in periodicals, to cause or license the Book to be translated into any and all languages for publication and sale throughout the world, to publish or license publication of the Book in whole or in parts in editions, reprints, selections, book club editions, digests, abridgements, microfilms, microcards, or in any other present and future media, and in all forms of merchandising and commercial use.

II. ROYALTIES

The publisher shall pay to the Author royalties during the term or terms that the above rights are protected by the copyright laws of the respective countries. Such royalties will be determined according to the following scale:

(a) Ten percent (10%) on sales of the first 2,500 copies of the Book in its hardcover edition; twelve and one-half percent (12 1/2%) on copies 2,501 - 5,000; and fifteen percent (15%) on all copies thereafter.

(b) In the event of a paper bound edition by the Publisher, royalties shall be ten percent (10%) of all cash received from the sales of the Book.

(c) In the event the publisher sells a quantity (100 or more) of the Book to a single buyer at a discount of more than fifty percent (50%) of the list price, then the royalty on such sale and/or sales shall be fifty percent (50%) of the royalties provided above.

(d) In the event the Publisher shall license others to reprint the Book in whole or in part, then the Author's royalty shall be fifty percent (50%) of the Publisher's cash receipts from such licensing arrangements.

(e) Royalties on copies sold to a book club shall be ten percent (10%) of all cash received from such sales.

(f) On copies sold by existing and future foreign subsidiaries (or affiliated foreign companies) of Sage Publications, Inc., each such subsidiary/affiliated company shall make its own accounting to the Author and pay a royalty equal to ten percent (10%) of net sales of the Book in all editions. If necessary, due to currency transfer regulations, said accounting may be reported and paid by Sage Publications, Inc., on behalf of any or all such subsidiaries/affiliates.

(g) No royalties shall be paid on copies furnished gratis for review, advertising, promotion, bonus, sample, or like purposes, or on any returned or refunded copies. Except as specifically provided in items (b) through (f) above, no royalties shall be paid on income received other than from sales of the Book in its original edition and reprints thereof.

III. PAYMENT OF ROYALTIES

(a) The publisher shall render a statement of account on or before the 28th day of February, 1994, covering the period from publication through the 31st day of December, 1993, and once each year thereafter.

(b) Within sixty (60) days from the statement date, the Publisher shall pay the Author all royalties then due.

(c) If the amount of royalties actually earned in any future statement period is less than twenty-five dollars ($25.00) the amount due shall be accrued but not paid.

(d) The Publisher also agrees to present to the Author twelve (12) copies of the Book. The Author shall be entitled to purchase additional copies of the Book at forty percent (40%) discount off the list price on the understanding that such copies shall not be resold.

(e) Other:
IV. THE MANUSCRIPT AND PUBLICATION

(a) The Author shall deliver to the Publisher on or before the 15th day of October *see below 1992*, time being of the essence, two complete double-spaced typewritten copies of the Book (original and clean copy), in content and form satisfactory to the Publisher and ready for the printer, together with all permissions necessary for the reproduction of copyright material therein secured at the Author’s own expense.

Such permission charges may, upon agreement in writing by the parties to this contract, be paid by the Publisher upon publication of the Book, and such expenses deducted from the Author’s royalties.

(b) If the manuscript as delivered is not in form ready for the printer, but is otherwise satisfactory to the Publisher, the Author shall have the option, after written notice from the Publisher, of making it ready for the printer within thirty (30) days: upon the Author’s failure to do so, the Publisher may have the manuscript properly prepared at the Author’s expense. The Author agrees to supply with the manuscript and suitable for reproduction all photographs, illustrations, drawings, charts, and other material necessary to the completion of the Book. If the Author fails to do so, the Publisher shall have the right to supply them and charge the cost against any sums payable to the Author.

(c) The Author shall read and correct manuscript and proofs when and if submitted, and return promptly corrected manuscript or proofs to the Publisher. The Publisher may charge the Author for expenses incurred as a result of excessive changes in proofs [defined as more than five percent (5%) of the original cost of setting type]. Such charges may be deducted from royalties, upon agreement in writing between the Publisher and the Author.

(d) The Publisher shall publish the Book at its own expense and in such style and manner at such price as it deems best suited to sale thereof. The Publisher may make the manuscript conform to such style of punctuation, spelling, capitalization and usage as it deems appropriate.

(e) In the event that an index is to be included in the Book, the Author shall prepare and deliver to the Publisher index copy and such other similar matter as may be required by the Publisher in connection with the publishing of said Book, within fifteen (15) days after final page proofs are mailed to the Author by the Publisher. In the event the Publisher shall not receive such index copy and other matter in a form acceptable to it, within the time specified above, it may have such copy and other matter prepared at the expense of the Author.

(f) The Publisher shall be responsible for only the same case of any property of the Author in its hands as it takes of its own and shall be responsible for the safety of such property from fire, water or loss only to such an amount as the cost of re-typing the manuscript and replacing any artwork.

V. OUT OF PRINT PROVISIONS

If the Book shall at any time be out of print, the Author may give written notice to the Publisher of his desire to terminate this agreement, and in such event the Publisher shall declare within sixty (60) days in writing whether or not it intends to reprint or cause the Book to be reprinted. If the Publisher declares its intention to do so, such publication shall take place not more than six (6) months from the giving of such notice. If the Publisher shall within sixty (60) days declare in writing that it does not intend to reprint or cause the Book to be reprinted, or if the Publisher within said time declares that it does so intend, but within six (6) months such publication does not take place, then all rights granted hereunder shall terminate and revert to the Author at the end of such sixty (60) days or six (6) month period, as the case may be.

If the Book be out of print and the Publisher gives the Author three (3) months notice in writing of its intention to discontinue publication, then this agreement shall terminate at the expiration of said three (3) month period. The Author may then buy the plates or negatives including the original composition at one-half the original cost thereof.

The Book shall not be deemed out of print so long as it is on sale in any edition whether published by the Publisher or by others so long as there is in existence a contract for publication which requires future publication of the Book.

VI. FORCE MAJEURE

The Book shall not be deemed out of print nor shall the Publisher be liable with respect to the original or any other edition, for delays caused by wars, civil riots, strikes, fires, acts of God, governmental restrictions or other similar or dissimilar circumstances beyond its control.

VII. WARRANTIES

(a) The Author warrants and represents that he is the sole owner of the Book and all the rights herein granted and has full right and power to make this agreement; that the Book is not a violation of any copyright, proprietary or personal right; that he has not in any manner granted, assigned, encumbered or disposed of any of the rights herein granted to the Publisher or any rights adverse or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted the Publisher; that no part of the Book is libelous, obscene or unlawful, or violates any right of privacy.

(b) The Author agrees to hold harmless and indemnify the Publisher against any claim, demand, suit, action, proceeding, recovery or expense of any nature whatsoever arising from any claim of infringement of copyright or

*The Author shall deliver one copy of the manuscript to the Publisher for review on or before* April 1, 1992.

June 15, 1991

[Signature]
proprietary right, or from claims of libel, obscenity, unlawfulness or invasion of privacy based upon or arising out of any matter or thing contained in the Book, or from any breach of warranties or representation herein contained. In addition to other remedies, the Publisher may withhold as offset royalties due the Author. The Publisher may, at its sole discretion and expense, retain counsel and may at its sole discretion compromise any such claim or suit brought against it.

(c) The warranties, representations and indemnities shall survive the termination of this agreement.

VIII. COPYRIGHT

The Publisher shall copyright the book in the name of Matthew B. Miles and Michael Huberman.

IX. SPECIAL PROVISIONS

(a) The Publisher agrees to pay the Author an advance against royalties in the amount of [amount] dollars ($____) to be paid as follows:
1. [amount] on signature of this Agreement and
2. [amount] on delivery and acceptance of the complete and finished manuscript of the Book.

It is understood that if the Author fails to deliver the manuscript or if the manuscript is unacceptable and the Book is not published, the Author will repay the advance received to the Publisher.

(b) The Publisher shall pay the Author a grant of [amount] ($____) to be paid as follows:
1. [amount] on November 15, 1991 and

(c) The Publisher shall consult with the Author on the cover and interior design of the Book.

(d) The Author shall revise the Book at the request of the Publisher and shall supply any new matter necessary from time to time to keep the Book up to date. If the Author shall neglect or be unable to revise or supply new matter at a time and in a form satisfactory to the Publisher, then, after consultation with the Author, the Publisher may engage some other person or persons to do so. When such revisions are not made by the Author, the Publisher shall cause such fact to be evident in the revised subsequent edition. The Publisher shall have all the rights in connection with all subsequent editions that the Publisher is entitled to in the original Book.

All royalties to the Author on revised editions shall be computed from the beginning of the schedule set forth in Clause II. If others than the Author revise any editions of the Book, then the Author shall receive as royalties on the first such edition fifty percent (50%) of the royalties otherwise due herein and twenty-five percent (25%) of such royalties on any subsequent revisions.

THIS AGREEMENT SHALL bind and inure to the benefit of the heirs, executors, administrators, and legal representatives of the Author, and upon the successors and assigns of the Publisher. However, all obligations of the Author are personal and nonassignable. This Agreement constitutes the complete understanding of the parties and shall be interpreted according to the laws of the State of California, regardless of the place of execution. No modification or waiver of any provision hereof shall be valid unless in writing and signed by both parties.

Matthew B. Miles

DATE 8/14/91

Michael Huberman

DATE 8/8/91

FOR SAGE PUBLICATIONS, INC.
Charles T. Hendrix

Vice President
TITLE 9-3-91

DATE

AUTHOR

SS#

DATE

AUTHOR

SS#
December 29, 1987

Ms. Betty Miles
94 Sparkill Avenue
Tappan, New York 10983

Dear Ms. Miles:

Reference is made to the following agreements (the Agreements) between you and us for the works (the Works) as noted:

**The Works** | **The Agreement Dates**
--- | ---
ALL IT TAKES IS PRACTICE | April 3, 1976
LOOKING ON | (undated 1977)
THE TROUBLE WITH THIRTEEN | December 29, 1977
MAUDIE AND ME AND THE DIRTY BOOK | May 7, 1979
THE REAL ME | November 26, 1973
I WOULD IF I COULD | December 29, 1977
JUST THE BEGINNING | July 21, 1975
SINK OR SWIM | March 3, 1982, as amended

This letter, when signed by you and by us, will evidence the amending of the Agreements, as follows:

1. We agree to publish, in accordance with the following schedule, a softcover edition of each of the Works at our own expense, in such style and manner, under such imprint and at such price as we deem suitable, provided, that we shall not be responsible for delays caused by any circumstances beyond our control:

   - THE TROUBLE WITH THIRTEEN - no later than Spring 1989;
   - ALL IT TAKES IS PRACTICE and LOOKING ON - no later than Fall 1989;
   - All the other Works - no later than the Fall or Spring publishing period occurring immediately after the 12 month
anniversary of the expiration of the existingsoftcover license agreements covering each of such Works.

2. We agree to reissue a Gilbralter Library Edition of each of the Works which is not now in print in such an edition not later than Fall 1988 and to include such editions in the seasonal catalog for the period in which each of such editions are published.

3. As an additional advance against and on account of all royalties accruing to you under the Agreements, we agree to pay you [redacted]; payable [redacted] on January 15, 1988, and [redacted] on publication by us of the first softcover edition of any of the Works.

4. We agree to pay you the following royalty on the catalog retail price (which, for purposes of the calculation of royalties pursuant to subdivisions a. and b., below, shall in no event be deemed less than $2.95) of every copy of each of the Works sold by us, less actual returns and a reasonable reserve for returns:

   a. For each of MAUDIE AND ME AND THE DIRTY BOOK and THE TROUBLE WITH THIRTEEN - 7% up to and including 150,000 copies of each Work; and 8% thereafter.

   b. For each of all the other Works - 6% up to and including 150,000 copies of each Work; and 7% thereafter.

   Notwithstanding the foregoing, the royalties in subdivisions a. and b., above, will be based on the amount actually received for any sales at a discount of more than 60%
from the actual catalog retail price and the computation of copies sold shall be exclusive of copies sold to book clubs and by other special sales.

5. As your agent has by letter agreement (a copy of which is annexed hereto and incorporated herein) relinquished all rights that such agent may have in any of the Works, it is hereby agreed that paragraph 25 in each of the Agreements (except the Agreement for SINK OR SWIM) is deleted and that all sums of money due you on or after November 1, 1987, under any of the Agreements (including the Agreement for SINK OR SWIM) shall be paid directly to you and that receipt by you of such payments shall be a good and valid discharge of our indebtedness to you under the Agreements and this letter.

6. Except as expressly modified hereby the Agreements are ratified, confirmed and remain in full force and effect.

If the foregoing terms are in accordance with your understanding, please sign and return the original and all copies of this letter to us for our signature.

Sincerely yours,

ALFRED A. KNOPF, INC.

By ____________________________

AGREED:

Betty Miles

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AGREEMENT made this 22 day of October, 1974 between ALFRED A. KNOOPF, INC., 201 East 50th Street, New York, N.Y. 10022 (referred to as the Publisher), and

BETTY MILLER
94 Sparkhill Avenue
Tappan, New York 10983
who is a citizen of the United States and resident of (state) New York (referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of juvenile non-fiction provisionally titled LOVE

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

   a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

   i. Print, publish and sell the work in book form;
      ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;
      iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request the Publisher fails to notify the Author in writing of his refusal to consent;
      iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, at premiums and other special editions and through microfilm and with the Author's consent Xerox or other forms of copying; and the non-exclusive right to record or grant licenses

   b. Exclusive right in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to any country for which no license or option has been granted or for which a license or option has been granted but has not been exercised or has expired or been terminated, to:

   i. License publication after book publication to the extent that any such right is available;
      ii. Use or reproduction of the Author's photographs or likenesses of the Author, the work and the title of the work in whole or in part, in any adaptation thereof as the basis for trademarks or for any other product or for any other commercial use in connection with the sale thereof.

2. The Author agrees to deliver (or to complete copies (original and clean copy) of the manuscript of the work in the English language, 50,000 words in length, in content and form satisfactory to the Publisher) together with any permission required pursuant to Paragraph 3 marked photographs and other materials in Promotional Materials, not later than January 1, 1975.

If he fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. The complete manuscript shall include the following additional items:

** and agrees to deliver approximately 60 black and white photographs satisfactory to the Publisher.

If the Author fails to deliver the manuscript within ninety (90) days after the above date the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

* re-use the text of the work, or an adaptation, abridgement or extract thereof in any form of sound reproduction for the school and library markets;
4. a. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (1) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any license of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply if the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

6. Within 30 days of the date the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstances beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obliged to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost of alterations, in type or in place, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author renews the rights to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all monies accruing to him under this agreement, the sum of $5,000, payable as follows:

$5,000 on signing hereof; and
$5,000 on delivery and acceptance of the photographs in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less returns (exclusive of the matters set forth below):

For the hardcover edition:

- Ten per cent (10%) up to and including 12,000 copies, and
- Twelve per cent (12%) in excess of 12,000 copies.

Where the discount in the United States is forty-eight per cent (48%) or more from the retail price, the rate provided in this subdivision shall be reduced by one-half the difference between forty-four per cent (44%) and the discount granted. In no event, however, shall such royalty be less than one-half of the rate provided herein. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision, if such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph shall not be included in such computation.

b. Five per cent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

c. Five percent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Books Wholesale Department.

d. Ten percent (10%) for hard-cover copies and five percent (5%) for soft-cover copies sold with a lower retail price so college textbooks.
iv. Five per cent (5%) of the school list price for copies sold, less returns in Learning Units.

e. For a School edition the royalty provided in subdivision a. of this Paragraph but no more than:

i. Ten per cent (10%) of the amount received for a Senior High School edition;

ii. Eight per cent (8%) of the amount received for a Junior High School edition;

iii. Six per cent (6%) of the amount received for an Elementary School edition.

f. Five per cent (5%) for an edition published as a Large Print Edition in the Modern Library (regular or giant size) or in Vantage Books; and two per cent (2%) or two cents (2¢) per copy, whichever is greater, for an edition in the Modern Library College Edition.

g. Ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the amount received for any lower-price edition for copies sold for export.

h. For copies sold outside normal wholesale and retail trade channels, ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the amount received for any lower-price edition for copies sold at a discount between fifty per cent (50%) and sixty per cent (60%) from the list price and five per cent (5%) of the amount received for copies sold at a discount of sixty per cent (60%) or more, for the retail price, or for the use of the plates by any governmental agency.

i. No royalty shall be paid on copies sold below at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

j. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a, ii, iii, iv, vi and vii. At the Author's request his share from book club and reprint licensing, less any unrewarded advances, shall be paid to him within two weeks after the receipt thereof by the Publisher. If the Publisher rejects to bookstores for unsold copies due to the publication of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

k. Rights to sub-license. The Publisher may, for each book, license for a period not to exceed five years, and thereafter may sub-license without further limitation of time, to any person or persons, or to any definite number of persons or classes of persons, throughout the world, subject to a royalty of three and one-half per cent (3 1/2%) of the list price of the book,

l. If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others, the amount payable to the Author shall be inclusive of royalty to other authors.

m. Seventy-five per cent (75%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision r.

n. The Publisher shall, in all cases, grant at least twenty-five per cent (25%) of the list price to each author of a work.

1. In the event of any sale or distribution of performance rights, the Publisher shall pay to the Author, in the proportion not to exceed ten per cent (10%) of the list price, the full amount attributable to the performance of the work.

*approximately ten per cent (10%) of the list price of the book which the Author has retained for himself.

13. The Publisher shall render semi-annual statements of accounts to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the sale or licensing of the work.

Notwithstanding anything to the contrary in this or any prior agreement between the parties, the Author shall in no event be entitled to receive under this and all prior agreements with the Publisher more than $500 per calendar year. If in any one calendar year the total of the sums accruing to the Author under this and all prior agreements with the Publisher shall exceed such amount, he shall be entitled to receive the excess amount in any succeeding calendar year in which the sums accruing to him under this and all prior agreements with the Publisher do not exceed the maximum herein stated, provided that the total amount to the Author under this and all prior agreements with the Publisher in any succeeding calendar year shall not exceed the maximum herein stated.

14. Authorization to reproduce excerpts. Excerpts from the work covered by this agreement, within such time as the Publisher may require, to the extent and in the manner limited by law and as is necessary for the publication of such manuscript with any other publisher upon terms less favorable than those contained in this agreement.

15. On publication the Publisher shall give ten (10) free copies to the Author, who may purchase further copies for personal use at a discount of forty per cent (40%) from the retail price.

16. If the Publisher fails to keep the work in print and the Author makes written demand to reprint it, the Publisher shall, within sixty (60) days after the receipt of such demand, notify the Author in writing if it intends to comply. Within six (6) months thereof, the Publisher shall reprint the work unless prevented from doing so by circumstances beyond its control. If the Publisher fails to notify the Author within sixty (60) days that it intends to comply, or, within six (6) months after such notification, the Publisher declines or neglects to reprint the work, then this agreement shall terminate and all rights granted hereunder except those deriving from the option in Paragraph 14 shall revert to the Author, subject to licenses previously granted, provided the Author is not indebted to the Publisher for any sum owing to it under this agreement. After such reversion, the Publisher shall continue to participate to the extent set forth in his agreement in moneys received from any license previously granted by it. Upon such
termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work so as to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remainder" price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for the arrangement is filed by the Publisher, or a petition for the arrangement is filed by or against the Publisher, and if all orders entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatsoever, the Author may rescind this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unearned advance made to the Author pursuant to another agreement shall not be considered as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 18 East 41 Street, New York, New York 10017, and the receipt of the said McIntosh and Otis, Inc., shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc. is hereby empowered by the Author to act in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc. and McIntosh and Otis, Inc. shall retain a sum equal to ten percent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

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

In the presence of

ALFRED A. KNOPE, INC.

By ____________________________
The Publisher

In the presence of

Mathews M. Miles

The Author
AGREEMENT made this 30th day of April, 1975, between ALFRED A. KNOPOF, INC.,
201 East 50th Street, New York, N. Y. 10022 (referred to as the Publisher), and
Betty Miles
94 Spackkill Avenue
Tappan, New York 10983
who is a citizen of the United States and resident of (state) New York
(referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of juvenile fiction

ALL IT TAKES IS PRACTICE

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

   a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

      i. Print, publish and sell the work in book form;

      ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;

      iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;

      iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm and with the Author's consent Xerox or other forms of copying; and the non-exclusive right to record or grant license to record the work;

   b. The rights granted above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States.

   c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to each language or country for which no license or option has been given within three (3) years after first publication in the United States.

   d. Exclusive right to use of license others to use, subject to the approval of the Author, the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such products.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 30,000 words in length, in content and form satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than April 1, 1976.

If the Author fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. The complete manuscript shall include the following additional items:

   a. *record the text of the work or an adaptation, abridgment or extract thereof in any form of sound reproduction for the school and library markets;

   b. *record the text of the work or an adaptation, abridgment or extract thereof in any form of sound reproduction for the school and library markets;

   c. *record the text of the work or an adaptation, abridgment or extract thereof in any form of sound reproduction for the school and library markets;

   d. *record the text of the work or an adaptation, abridgment or extract thereof in any form of sound reproduction for the school and library markets;
4. a. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply to the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work, for two years.

6. Within ten years after the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher sells illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of $ ( ) dollars payable as follows:

[Pending Signature]

and on delivery and acceptance of the complete manuscript in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Publisher has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less returns (except as set forth below):

a. Ten per cent (10%) up to and including 12,000 copies; Twelve and one-half per cent (12.5%) in excess of 12,000 copies.

Where the discount in the United States is forty-eight per cent (48%) or more from the retail price, the rate provided in this subdivision a. shall be reduced by one-half the difference between forty-four per cent (44%) and the discount granted. In no event, however, shall such royalty be less than one-half of the rate provided herein. If the semi-annual sales aggregate less than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. if such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph shall not be included in such computation.

b. Five per cent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

c. Five percent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Clubs Wholesale Department.

d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a lower retail price, as college textbooks.
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For a School edition the royalty provided in subdivision a. of this Paragraph but no more than:

i. Ten per cent (10%) of the amount received for a Senior High School edition;

ii. Eight per cent (8%) of the amount received for a Junior High School edition;

iii. Six per cent (6%) of the amount received for a Elementary School edition.

iv. Five per cent (5%) of the school list price for copies sold, less returns, in

f. Five per cent (5%) for an edition published at a lower retail price or for an edition in the

Library (regular or giant size) or in Vintage Books; and two per cent (2%) per copy, whichever is greater, for an edition in the Modern Library College Editions.

g. Ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the

amount received for any lower price edition for copies sold for export.

h. For copies sold outside normal wholesale and retail trade channels, ten per cent (10%) of the

amount received for the original edition and five per cent (5%) of the amount received for any lower-

price edition for copies sold at a discount between fifty per cent (50%) from the retail price and five per cent (5%) of the amount received for copies sold at a discount of sixty per cent (60%) or more from the retail price, or for the use of the plates by any governmental agency.

i. No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished

greats to the Author, or for review, advertising, sample or like purposes.

j. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to

Paragraph 1, subdivision a, ii, iii, iv, and v. at the Author's request his share from book club and

reprint licensing, less any unearned advances, shall be paid to him within two weeks after the receipt

hereof by the Publisher. If the Publisher resells to bookstores for unsold copies due to the publication

of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

Note: The approximate value of these royalty terms is substantially less than the present value of the

United States and Canada granted pursuant to Paragraph 1, subdivision a, v.

l. Eighty per cent (80%) of the amount received from the disposition of licenses granted pursuant to

Paragraph 1, subdivision b.

m. Seventy-five per cent (75%) of the amount received from the disposition of licenses granted pursuant to

Paragraph 1, subdivision c.

n. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to

Paragraph 1, subdivision d., provided that all expenses in connection therewith shall be borne by the

Author.

o. If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others, the

amount payable to the Author shall be inclusive of royalty to other authors.

11. In the event of the disposition of performance rights, the Publisher may grant to the purchaser the

privilege to publish excerpts and summaries of the work in the aggregate not to exceed 1000 words for

advertising and exploiting such rights, provided, however, that such grant shall require the purchaser to

take all steps which may be necessary to protect the copyright of the work.

12. The Author agrees to notify the Publisher promptly of the disposition of any right which the

Author has retained for himself.

13. The Publisher shall render semi-annual statements of accounts to the first day of April and the

first day of October, and shall mail such statements during the July and January following, together with

checks in payment of the amounts due thereon.

Should the Author receive an overpayment of royalty rising from copies reported sold but subse-

quently returned, the Publisher may deduct such overpayment from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public

accountant the books of account of the Publisher in so far as they relate to the sale or licensing of the work.

Notwithstanding anything to the contrary in this or any prior agreement between the parties, the

Author shall in no event be entitled to receive under this and all prior agreements with the Publisher more

during any one calendar year. If in any one calendar year the total of the sums accruing to

the Author under this and all prior agreements with the Publisher shall exceed such amount, he shall be

entitled to receive the excess amount in any succeeding calendar year in which the sums accruing to him

under this and all prior agreements with the Publisher do not exceed the maximum herein stated, provided

that the total amount to which the Author may be entitled under this and all prior agreements with the

Publisher in any succeeding calendar year shall not exceed the maximum herein stated.

14. The Author agrees to submit to the Publisher his next book-length work. If the Author shall fail to

submit said book-length work, the Publisher shall be entitled to the entire royalty thereon earned on

the completed manuscript, which period shall not commence to run prior to one half the time of the publi-

cation of the work covered by this agreement, within which to notify the Author of its decision. If within

that time the Publisher shall notify the Author of its desire to publish the manuscript, the shall thereupon

negotiate with him with respect to the terms of such publication. If within thirty (30) days thereafter the

parties are unable to agree in good faith to enter into a mutually satisfactory agreement for such publication, the

Author shall be free to submit the manuscript elsewhere, provided, however, that he shall not enter into a

contact for the publication of such manuscript with any other publisher upon terms less favorable to

the Author than the terms hereunder.

15. On publication the Publisher shall give ten (10) free copies to the Author, who may purchase

further copies for personal use at a discount of forty per cent (40%) of the retail price.

16. If the Publisher fails to keep the work in print and the Author makes written demand to reprint

it, the Publisher shall, within sixty (60) days after the receipt of such demand, notify the Author in

writing if it intends to comply. Within six (6) months thereafter, the Publisher shall reprint the work

unless prevented from doing so by circumstances beyond its control. If the Publisher fails to notify the

Author within sixty (60) days that it intends to comply, or, within six (6) months after such notification,

the Publisher declines or neglects to reprint the work, then this agreement shall terminate and all rights

granted hereunder except those deriving from the option in Paragraph 14 shall revert to the Author,

subject to licenses previously granted, provided the Author is not indebted to the Publisher for any

sum owing to it under this agreement. After such revocation, the Publisher shall continue to participate to the

degree set forth in his agreement in moneys received from any license previously granted by it. Upon

such
termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remainder" price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscripts and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this Agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If the Author fails to exercise such option within sixty (60) days after the happening of any of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unearned advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 18 East 41st Street, New York, New York 10017, and the receipt of the said McIntosh and Otis, Inc., shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc., is hereby empowered by the Author to act in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc., and McIntosh and Otis, Inc., shall retain a sum equal to ten percent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

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

In the presence of

By

The Author

Social Security Number

ad
AGREEMENT made this 29 day of December, 1977, between ALFRED A. KNOF, INC., 201 East 50th Street, New York, N.Y. 10022 (referred to as the Publisher), and

Betty Miles
94 Sparkill Avenue
Teppan, N.Y. 10983
who is a citizen of the United States and resident of (state) New York
(referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of juvenile fiction
UNTITLED Novel, etc. (© 1979 by Betty Miles)

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

i. Print, publish and sell the work in book form;

ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;

iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;

iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm and with the Author's consent Xerox or other forms of copying; and the non-exclusive right to record or grant licenses 

v. License periodical publication after book publication to the extent that any such right is available;

vi. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;

vii. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;

viii. License for publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.

b. Exclusive right in all foreign languages and all countries, the rights granted in subdivision a above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States.

c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a above, revocable by the Author with respect to each language or country for which no license or option has been given within eighteen (18) months from first publication in the United States.

d. Exclusive right to license others to use, subject to the approval of the Author, the name and likeness of the Author, title of the work, in whole or in part, or any adaptation thereof as the basis of trademark or trade name for other products or for any other commercial use in connection with the work.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 40,000 words in length, in content and form satisfactory to the Publisher, with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than September 1, 1979.

If he fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

* To record the text or an adaptation, abridgment, or extract thereof in any form of sound reproduction for the school and library markets;

4. Produce, or subject to the approval of the Author, license an adaptation of the work for slide, filmstrips, printed cartoon versions and mechanical reproduction.
4. a. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the Publisher through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply to the claim, action or proceeding based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

6. Within two years after the date that the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of $_______ dollars, payable as follows:

$_______ on signing hereof; and
$_______ on delivery and acceptance of the complete and satisfactory manuscript in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less returns (except as set forth below):

a. Ten per cent (10%) up to and including 10,000 copies; twelve and one-half per cent (12.5%) in excess of 10,000 copies.

b. A royalty will be paid on net proceeds from the sale of the work, at a rate of five per cent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

c. A royalty will be paid on net proceeds from the sale of the work at a rate of five per cent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Books Wholesale Department.

d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a lower retail price as college textbooks.
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termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sell profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remaindered" price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereupon all rights granted by him heretofore shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sum due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unsecured advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 475 Fifth Avenue, New York, New York 10017, and the receipt of the said McIntosh and Otis, Inc. shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc. is hereby empowered by the Author to act in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc. and McIntosh and Otis, Inc. shall retain a sum equal to ten percent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

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

In the presence of

[Signature]

ALFRED A. KNOFF, INC.

[Signature]

By

The Publisher

[Signature]

The Author

[Signature]
AGREEMENT made this 19th day of , 2011, between ALFRED A. KNOPF, INC., 201 East 50th Street, New York, N.Y. 10022 (referred to as the Publisher), and BETHY MILLS 94 Sparkill Avenue Tappan, New York 10983 whose address is who is a citizen of the United States and resident of state New York (referred to as the Author and designated by the masculine singular pronoun).

WHEREAS the parties with respectively to publish and have published a work (referred to as the work) of juvenile fiction provisionally titled

LOOKING ON

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

i. Print, publish and sell the work in book form;

ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;

iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;

iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm and with the Author's consent, with or other forms of copying, and the non-exclusive right to record or grant licenses to record or reproduce the work in any medium:

v. License periodical publication after book publication to the extent that any such right is available; **

vi. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;

ix. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit the sale.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 40,000 words in length, in content and form satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than April 1, 1977.

If the Author fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author in satisfaction of all claims under this Agreement.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

Permission for Copyrighted Material

record the text or an adaptation, abridgment, or extract thereof in any form of sound reproduction for the school and library markets:

Prepared, or subject to the approval of the Author, licenses an adaptation of the work for filmstrips, printed cartoon versions and mechanical reproduction.**
v. Five percent (5%) of the amount received for the school list price for copies sold, less returns in Learning Units.

vi. 10% of the amount received for the original edition and five percent (5%) of the amount received for any lower-price edition for copies sold at a discount between fifty percent (50%) and sixty percent (60%) from the retail price and five percent (5%) of the amount received for copies sold at a discount of sixty percent (60%) or more from the retail price, or for the use of the plates by any governmental agency.

j. No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished to the Author, or for review, advertising, sample or like purposes.

k. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii, iii, iv, vi and vii. At the Author’s request his share from book club and reprint licensing, less any unearned advances, shall be paid to him within two weeks after the receipt thereof by the Publisher. If the Publisher relates to bookclubs for unsold copies due to the publication of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

l. Eighty per cent (80%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b.

m. Seventy-five per cent (75%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision c.

n. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d., provided that all expenses in connection therewith shall be borne by the Author.

o. If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others, the amount payable to the Author shall be inclusive of royalty to other authors.

11. In the event of the disposition of performance rights, the Publisher may grant to the purchaser the privilege to publish excerpts and summaries of the work in the aggregate not to exceed 5,000 words for advertising and exploiting such rights, provided, however, that such grant shall require the purchaser to take all steps which may be necessary to protect the copyright of the work.

12. The Author agrees to notify the Publisher promptly of the disposition of any right to which the Author has retained for himself.

13. The Publisher shall render semi-annual statements of accounts to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

14. The Author agrees to allow the Publisher such next book-length work as he submits to the same, to any other publisher. The Publisher shall be entitled to a period of six weeks 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 its desire to publish the manuscript, it shall thereafter negotiate with him respecting the terms of such publication. If within thirty (30) days thereafter the parties are unable to agree to a mutually satisfactory agreement for such publication, the Author shall be free to submit the manuscript elsewhere, provided however, that he shall not enter into a contract for the publication of such manuscript with any other publisher upon terms less favorable than those offered by the Publisher.

15. On publication the Publisher shall give ten (10) free copies to the Author, who may purchase further copies for personal use at a discount of forty percent (40%) from the retail price.

16. If the Publisher fails to keep the work in print and the Author makes written demand to reprint it, the Publisher shall, within sixty (60) days after the receipt of such demand, notify the Author in writing if it intends to comply. Within six (6) months thereafter, the Publisher shall reprint the work unless prevented from doing so by circumstances beyond its control. If the Publisher fails to notify the Author within sixty (60) days that it intends to comply, or, within six (6) months after such notification, the Publisher declines or neglects to reprint the work, then this agreement shall terminate and all rights granted hereunder except those deriving from the option in Paragraph 14 shall revert to the Author, subject to licenses previously granted, provided the Author is not indebted to the Publisher for any sum owing to it under this agreement. After such reversion, the Publisher shall continue to participate to the extent set forth in his agreement in moneys received from any license previously granted by it. Upon such
This page appears to contain a legal document, possibly a copyright agreement or royalty payment clause. The text is partially visible due to the angle and quality of the image. The document discusses the rights and obligations of the parties involved in the publication process, including the establishment of royalties and the distribution of fees. Due to the partial visibility, it is not possible to transcribe the complete document accurately. It would require a clearer and more complete image to provide a detailed representation of the text.
termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the “remainder” price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 475 Fifth Avenue, New York, New York 10017, and the receipt of the said McIntosh and Otis, Inc., shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc. is hereby empowered by the Author to act in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc. and McIntosh and Otis, Inc. shall retain a sum equal to ten percent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

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

In the presence of

ALFRED A. KNOFF, INC.

By

The Publisher

In the presence of

Matthew S. Naes

The Author

RJC: Rosajnk

Social Security Number
AGREEMENT made this 21st day of July, 1975, between ALFRED A. KNOOP, INC.,
201 East 59th Street, New York, N.Y. 10022 (referred to as the Publisher), and
Betty Miles
whose address is
c/o McIntosh and Otis, Inc.
18 East 41st Street
New York, New York 10017
who is a citizen of the United States and resident of (state) New York
(referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of
juvenile fiction provisionally titled
WHERE I'M GOING Here I Come

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

   a. Exclusive right to the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

      i. Print, publish and sell the work in book form;

      ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;

      iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;

      v. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilms and with the Author's consent Xerox or other forms of copying; and the non-exclusive right to record or grant licenses for

         vi. License periodical publication after book publication to the extent that any such right is available;

         vii. License, without charge, transmission or republication of the work in Braille or in other forms, for the physically handicapped;

         viii. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.

   b. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States.

   c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to any language or country for which no license or option has been given within three (3) years after first publication in the United States.

   d. Exclusive right to use or license others to use, subject to the approval of the Author, the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such products.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 30,000 words in length, in content and form satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than October 1, 1975.

If he fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. The complete manuscript shall include the following additional items:

If the Author fails to deliver the manuscript within ninety (90) days after the above date the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to republish it.

*to record the text of the work or an adaptation, abridgment or extract thereof in any form of sound reproduction for the school and library markets;
d. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not be unreasonably withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author’s indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply to the claim, action or proceeding based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author who shall fully cooperate in the defense thereof and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

6. Within thirty (30) days after the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, if in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost of alterations, type and in-plant charges required by the Author, other than those due to printer’s errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer’s bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author’s name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher the signed copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of dollars ($_________ ), payable as follows:

$_________ on signing hereof;
$_________ on delivery and acceptance of the complete manuscript in conformity with Paragraph 2; and
$_________ on September 1, 1976 or on publication, whichever occurs first.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less returns (except as set forth below):

- Ten per cent (10%) up to and including 12,000 copies; and twelve and one-half per cent (12.5%) in excess of 12,000 copies.

Where the discount in the United States is forty-eight per cent (48%) or more from the retail price, the rate provided in this subdivision shall be reduced by one-half the difference between forty-four per cent (44%) and the discount granted. In no event, however, shall such royalty be less than one-half of the rate provided herein. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. if such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph shall not be included in such computation.

b. Five per cent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

c. Five percent (5%) of the amount received for copies sold by the Publisher’s Premium or Subscription Books Wholesale Department.

d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a higher retail price as college textbooks.
For a School edition the royalty provided in subdivision a. of this Paragraph but no more than:

i. Ten per cent (10%) of the amount received for a Senior High School edition;

ii. Eight per cent (8%) of the amount received for a Junior High School edition;

iii. Six per cent (6%) of the amount received for an Elementary School edition.

f. Five per cent (5%) for an edition published at a lower retail price of for an edition in the Modern Library (regular or giant size) or in Vintages Books; and two per cent (2%) or two cents (2c) per copy, whichever is greater, for an edition in the Modern Library College Editions.

g. Ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the amount received for any lower-price edition for copies sold for export.

h. For copies sold outside normal wholesale and retail trade channels, ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the amount received for any lower-price edition for copies sold at a discount between fifty per cent (50%) and fifty-nine per cent (59%) of the retail price and five per cent (5%) of the amount received for copies sold at a discount of sixty per cent (60%) or more from the retail price, or for the use of the plates by any governmental agency.

i. No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

j. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii., iii., iv., v. above. At the Author's request the Author's share from book club and reprint licensing, less any unearned advances, shall be paid to him within two weeks after the receipt thereof by the Publisher. If the Publisher refuses to booksell for unsold copies due to the publication of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

k. Licenses granted for Canada and Canada granted pursuant to Paragraph 1, subdivision a., v.

l. Eighty per cent (80%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b.

m. Seventy-five per cent (75%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision c.

n. Forty-five per cent (45%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d., provided that all expenses in connection therewith shall be borne by the Author.

o. If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others, the amount payable to the Author shall be inclusive of royalty to other authors.

11. In the event of the disposition of performance rights, the Publisher may grant to the purchaser the privilege to publish excerpts and summaries of the work in the aggregate but not to exceed 10% thereof, for advertising and exploiting such rights, provided, however, that such grant shall require the purchaser to take all steps which may be necessary to protect the copyright of the work.

12. The Author agrees to notify the Publisher promptly of the disposition of any right which the Author retains for himself.

13. The Publisher shall render semi-annual statements of accounts to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

Should the Author receive an overpayment of royalty rising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the sale or licensing of the work.

The Publisher shall cause to be kept at its establishment a complete record of all accounts with the Author, which shall be open to the inspection of the Author at all times during regular office hours.

The Publisher shall be entitled to receive under this and all prior agreements with the Author more than $100,000 during any one calendar year. If in any one calendar year the total of the sums accruing to the Author under this and all prior agreements with the Publisher shall exceed such amount, he shall be entitled to receive the excess amount in any succeeding calendar year in which the sums accruing to him under this and all prior agreements with the Publisher do not exceed the maximum herein granted, provided that the total amount to which the Author may be entitled under this and all prior agreements with the Publisher shall be determined in the first instance by the ratio of the total amount which the Author is entitled to receive under this and all prior agreements with the Publisher as of the date of this agreement to the total amounts which the Author is entitled to receive under all prior agreements with the Publisher as of the date of this agreement.

Should the Publisher produce any book-length work for young people which is not the same as any other Publisher. The Publisher shall be entitled to a period of six weeks 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 its decision. If within that time the Publisher shall notify the Author of its desire to publish the manuscript, it shall thereupon negotiate with him with respect to the terms of such publication. If within thirty (30) days thereafter the parties are unable to agree upon such terms satisfactory to each party, the Author shall be free to dispose of his manuscript elsewhere, provided, however, that he shall not enter into a contract for the publication of such manuscript with any other publisher upon terms less favorable than those specified in the option of the work for young people.
termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue in publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remainder" price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereafter all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unsecured advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 12 East Atr Street, New York, New York 10017, and the receipt of the said McIntosh and Otis, Inc., shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc., is hereby empowered by the Author to act in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc. and McIntosh and Otis, Inc. shall retain a sum equal to ten per cent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

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

In the presence of

ALFRED A. KNOPE, INC.

By

In the presence of

Ellen Miles

Bert Miles

The Author

Social Security Number
JUVENILE DIVISION

AGREEMENT made this 3rd day of May, 19 Ya. between ALFRED A. KNOF, INC. of 201 East 50th Street, New York, 10022 (referred to as the Publisher), and

Betty Miles
whose address is
94 Sparkill Avenue
Tappan, N.Y. 10983

who is a citizen of the United States and resident of (state) New York (referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of juvenile fiction provisionally titled

WHO, MR? [Suik or Suix]

NOW, THEREFORE, they mutually agree as follows:

1. The author grants to the Publisher during the term of copyright, including renewals and extensions thereof:
   a. Exclusive right in the English language throughout the world, to:
      i. Print, publish and sell the work in book form;
      ii. License publication of the work (in complete, condensed or abridged versions) by book clubs;
      iii. License publication of a reprint edition by another publisher;
      iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in serial or schoolbook editions, as premiums and other special editions; and to record and grant licenses to record the text or an adaptation, abridgement or extract thereof in any form of sound reproduction.
      v. License periodical publication including magazines, newspapers and digests prior to book publication;
      vi. License periodical publication after book publication;
      vii. Adapt, and license adaptations of the work for filmstrips, printed cartoon versions and mechanical reproduction;
      viii. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;
      ix. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.
   b. Exclusive right to license the English language throughout the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above.
   c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above.
   d. Exclusive right to use or license others to use the name and likeness of the Author, the work, the characters therein, and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such other products.
   
   2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 32,000 words in length, satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than December 1, 19 Ya.

   If the Author fails to deliver the manuscript within ninety (90) days after the above date, or if any manuscript that is delivered is not, in the Publisher's judgment, satisfactory, the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder.

   3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.
4. The Publisher warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy or any property right of any person; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended, or settled without the payment of any sum for damages, the Author's indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply if the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

6. Within two years after the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Author be entitled to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy or any property right of any person or contains libelous, potentially harmful, or obscene matter.

7. The Author agrees to read, review, correct and return promptly all proofs of the work and to pay in cash, or at the option of the Publisher, to have changed against him, the cost of alterations, in type or in places, required by the Author, other than those due to printer’s errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer’s bills and the corrected proofs are returned upon request for his inspection.

8. The Publisher shall copyright the work in the United States, in compliance with the Universal Copyright Convention, under the name of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement for such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of $_____, payable as follows:

   a. on signing hereof; and
   b. on delivery and acceptance of the complete and satisfactory manuscript in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less actual returns and a reasonable reserve for returns (except as set forth below):

   a. Ten percent (10%) up to and including 10,000 copies; and
   b. Twelve and one-half percent (121/2%) in excess of 10,000 copies.

The above royalty will be based on the amount received for any sales at a discount of more than fifty percent (50%) from the retail price. If the semi-annual sales aggregate fewer than 10,000 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. If such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph 2 shall not be included in such computation.

b. Five percent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

c. Five percent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Books Wholesale Department.

d. Five percent (5%) of the pro rata catalog list price for copies sold, less returns, in Learning Units.

e. For records made by the Publisher pursuant to Paragraph 1.a.4., and for filmstrips made by the Publisher pursuant to Paragraph 1.a.7., five percent (5%) of the Publisher's net receipts.
For copies sold for export, the prevailing royalty rate stipulated in Paragraph 10. a., shall be based on the amount received.

6. No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purpose.

b. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii, iii, iv, vi and vii. At the Author's request his share from book club and reprint licenses, less any unearned advances, shall be paid to him within two weeks after the receipt thereof by the Publisher, if the Publisher refuses to bookellers for unsold copies due to the publication of a lower price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

c. Seventy per cent (70%) of the amount received from the disposition of licenses in the United States and Canada granted pursuant to Paragraph 1, subdivision a., v.

d. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b.

e. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision c.

f. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d. provided that all expenses in connection therewith shall be borne by the Publisher.

g. Three percent (3%) of the amount received, less postage and handling, for copies sold through Publisher's affiliated book clubs.

If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others, the amount payable to the Author shall be inclusive of royalty to other authors.

11. The Author appoints the Publisher as his exclusive agent to dispose of the performance rights including dramatic, musical, radio, television, motion picture and allied rights, subject to the Author's consent, and the Publisher shall receive a commission of thirty per cent (30%) of the amount received.

In the event of the disposition of performance rights, the Publisher may grant to the purchaser the privilege to publish excerpts and summaries of the work in the aggregate not to exceed approximately ten per cent of the text of the work for advertising and exploiting such rights, provided, however, that such grant shall require the purchaser to take all steps which may be necessary to protect the copyright of the work.

12. The Publisher shall render semi-annual statements of account to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct such overpayments from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the sale or licensing of the work.

Notwithstanding anything to the contrary in this or any prior agreements between the parties, the Author shall in no event be entitled to receive under this and all prior agreements with the Publisher more than $5,000 during any one calendar year. If in any one calendar year the total of the sums accruing to the Author under this and all prior agreements with the Publisher shall exceed such amount, he shall be entitled to receive the excess amount on any succeeding calendar year in which the sums accruing to him under this and all prior agreements with the Publisher do not exceed the maximum herein stated, provided that the total amount to which the Author may be entitled under this and all prior agreements with the Publisher in any succeeding calendar year shall not exceed the maximum herein stated.

13. The Author agrees to submit to the Publisher his next book-length work before submitting the same to any other publisher. The Publisher shall be entitled to a period of six weeks after the submission of a complete manuscript, which period shall not commence prior to the scheduled publication of the work covered by this agreement. If the Publisher declines or neglects to publish the work, he shall within ten days therefrom advise the Author in writing of such fact and that at that time the Publisher shall notify the Author of his desire to publish the manuscript, it shall thereupon negotiate with him with respect to the terms of such publication. If within thirty (30) days thereafter the parties are unable in good faith to arrive at a mutually satisfactory agreement for such publication, the Author shall be free to submit his manuscript elsewhere, provided, however, that he shall not enter into a contract for the publication of such manuscript with any other publisher upon terms less favorable than those offered by the Publisher.

14. On publication the Publisher shall give to the Author, who may purchase further copies of personal use at a discount of forty percent (40%) from the retail price.

15. If the Publisher fails to keep the work in print and the Author makes written demand to reprint it, the Publisher shall, within sixty (60) days after the receipt of such demand, notify the Author in writing if it intends to comply. Within six (6) months thereafter, the Publisher shall reprint the work unless prevented from doing so by circumstances beyond its control. If the Publisher fails to notify the Author within sixty (60) days that it intends to comply, or, within six (6) months after such notification, the Publisher declines or neglects to reprint the work, then this agreement shall terminate and all rights granted hereunder except those deriving from the option in Paragraph 13 shall revert to the Author, subject to licenses previously granted, provided that the Author is not indebted to the Publisher for any sum owed to it under this agreement. After such reversion, the Publisher shall continue to participate to the extent set forth in this agreement in moneys received from any license previously granted by it. Upon such termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at cost (including type setting).

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed to be in print by reason of a license granted by the Publisher for reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale of the work to enable it to continue its publication and sale profitably, the Publisher may discontinue the publication of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the 'remainder' price.
16. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

17. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

18. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

19. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and then upon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 15 and the remaining copies are to be purchased at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

20. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unearned advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

21. This agreement shall be interpreted according to the law of the State of New York.

22. It is a condition of the rights granted hereby that the Publisher agrees that all copies of the work that are distributed to the public shall bear the copyright notice prescribed by the applicable copyright laws of the United States of America. The Author hereby appoints the Publisher as his attorney-in-fact in his name and in his stead to execute all documents for recording in the Copyright Office evidencing transfer of ownership in the exclusive rights granted to the Publisher hereunder.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher, shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. Eighteen months after publication, the Author has the right to reclaim all performance and foreign rights not otherwise reserved at this time. Request must be made in writing to the Publisher.

26. If the Publisher fails, except for reasons beyond its control, to publish within the time period specified in Paragraph 6, the Author may make written demand to have all rights reverted, and the Author's right of termination for non-publication shall be governed by the procedures described in Paragraph 15.

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

In the presence of

[Signature]

By

The Publisher

In the presence of

[Signature]

Betty Miles

The Author

Social Security Number
Here's your copy of what we told you about the amendment.

Best,

[Underwear Camp]

April 4, 1994

Betty Miles
94 Sparkhill Avenue
Tappan, New York 10983

Dear Ms. Miles:

This letter, when signed by you and by us, will amend the agreement between you and us dated January 18, 1980, as amended (the “Agreement”), providing for the publication of a work of fiction entitled THE SECRET LIFE OF THE UNDERWEAR CHAMP.

Paragraph 1.a. of the Agreement is hereby amended to read as follows:

"a. Exclusive right in the English language, throughout the world, to:"

Paragraphs 1.a.v., 1.b., 1.c., 1.d., 10.k., 10.l., 10.m., 10.n., and 11 of the Agreement are hereby reinstated as follows:

"1.a.v. License periodical publication including magazines, newspapers and digests prior to book publication;"

"1.b. Exclusive right to license in the English language throughout the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above."

"1.c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above."

"1.d. Exclusive right to use or license others to use the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such other products."

"10.k. Seventy percent (70%) of the amount received from the disposition of licenses in the United States and Canada granted pursuant to Paragraph 1, subdivision a., v."

"10.l. Sixty percent (60%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b."

"10.m. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision c."

"10.n. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d., provided that all expenses in connection therewith shall be borne by the Publisher."
AGREEMENT made this day of 19, between ALFRED A. KNOPP, INC., 201 East 50th Street, New York, N.Y. 10022 (referred to as the Publisher), and

Betty Miles  
94 Sparkill Avenue  
Tappan, New York 10983

who is a citizen of the United States and resident of (state) New York (referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of juvenile fiction provisionally titled THE UNDERWEAR CHAMP (Capers)

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

   a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

      i. Print, publish and sell the work in book form;

      ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including subsidiaries of the Publisher;

      iii. License publication of the work in complete, condensed, adapted or abridged versions, or selections from the work in anthologies and other publications, in mail order and schoolbook editions, as premiums and other special editions, any of which, except for the inclusion of the Author’s name, shall be done jointly with the Author;

      iv. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be entitled to have such consent given if within twenty (20) days after the forwarding of written request the Publisher shall fail to notify the Author in writing of his refusal to consent;

      v. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in schoolbook editions, in the United States of America, the Philippine Republic, the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States.

   b. Exclusive right to license others to use, subject to the approval of the Author, the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for a trademark or trade name for other products or for any other commercial use in connection with mechanical reproduction.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 10,000 words in length, satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than March 1, 1980. If the Author fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

If the Author fails to deliver the manuscript within ninety (90) days after the above date, or if any manuscript that is delivered is not, in the Publisher’s judgment, satisfactory, the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder.

4. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

5. In the event the Author receives an offer for such rights from a party other than the Publisher, the Publisher shall have 21 days after the Author notifies the Publisher of another offer in which to match the other said offer.
4. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not be unreasonably withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty percent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply if the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work, for two years after the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish material which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash at the discretion of the Publisher, to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten percent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Uniform Copyright Act, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted in the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all money accruing to him under this agreement, the sum of _______________ dollars ($_________________), payable as follows: on signing hereof; and on delivery and acceptance of the complete and satisfactory manuscript in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, its licensees and successors, for each book of the first edition, for a trade paperback edition and for a hardcover edition. The royalty shall be six percent (6%) of the retail price of the first edition, and six percent (6%) of the retail price of the trade paperback edition. The royalty shall be twelve percent (12%) of the retail price of the hardcover edition. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subsection. If such copies are sold from a second or subsequent printing. Copies covered by any other publication of this Paragraph shall not be included in such calculation.

c. Five percent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Books Wholesale Department.

d. Eight percent (8%) for hardcover copies and five percent (5%) for soft-cover copies sold with a low retail price to college textbooks.

e. For a School edition the royalty provided in subsection a. of this Paragraph but no more than:
   i. Ten percent (10%) of the amount received for a Senior High School edition;
   ii. Eight percent (8%) of the amount received for a Junior High School edition;
   iii. Six percent (6%) of the amount received for an Elementary School edition.

iv. Five percent (5%) of the school list price for copies sold, less returns in Learning Units.
f. Five percent (5%) for an edition published at a lower retail price or for an edition in the Modern Library (regular or giant size) or in Vintage Books; and two percent (2%) or two cents (2¢) per copy, whichever is greater, for an edition in the Modern Library College Editions.

Six percent (6%) of the amount received for the original edition and five percent (5%) of the amount received for any lower-price edition for copies sold for export.

h. For copies sold outside normal wholesale and retail trade channels, six percent (6%) of the amount for copies sold at a discount between fifty percent (50%) and sixty percent (60%) from the retail price from the retail price, or for the use of the plates by any governmental agency.

i. No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

j. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a, ii, iii, iv, vi and vii. At the Author's request his share from book club and regular Publisher. If the Publisher retains to bookstores for unsold copies due to the publication of a lower-price edition, the royalty on such copies shall be the same as for such lower-price edition.

k. Rights granted pursuant to Paragraph 1, subdivision a, v.

l. Rights per cent (80%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b.

m. Seventy-five per cent (75%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision e.

n. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision f.

o. If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others, the amount payable to the Author shall be inclusive of royalty to other authors.

11. Rights shall be granted to the Publisher.

In the event of the disposition of performance rights, the Publisher may grant to the Author the advertising and exploiting such rights, provided, however, that such grant shall require the Author to take approximately ten percent (10%) of the work contained in the work.

12. The Author agrees to notify the Publisher promptly of the disposition of any right which the Author has retained for himself.

13. The Publisher shall render semi-annual statements of account to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the sale and licensing of the work during any one calendar year. If in any one calendar year the total of the sums accruing to the Author under this and all prior agreements with the same more than the Author under this and all prior agreements with the same totaling more than the amounts due thereon, the Author shall not be entitled to receive any additional royalty.

14. The Author agrees to submit to the Publisher his next book-length work before submitting the same to any other publisher.

15. On publication the Publisher shall give ten (10) free copies to the Author, who may purchase further copies for personal use at a discount of forty percent (40%) from the retail price.

If the Publisher fails to keep the work in print and the Author makes written demand to reprint it, the Publisher shall, within sixty (60) days after the receipt of such demand, notify the Author in writing if from doing so by circumstances beyond its control. If the Publisher fails to notify the Author within sixty (60) days that it intends to comply, or within six (6) months after such notification, the Publisher shall print the work, or compensate the Author for the cost of such printing, in addition to all amounts previously paid.
"11. The Author appoints the Publisher as his exclusive agent to dispose of the performance rights including dramatic, musical, radio, television, motion picture and allied rights, subject to the Author’s consent, and the Publisher shall receive a commission of ten percent (10%) of the amount received."

Except as herein expressly modified, the Agreement is ratified and confirmed, and remains in full force and effect.

If the foregoing is acceptable to you, please sign this letter where indicated below and return the original and all copies of this letter to us for counter-signature.

Sincerely yours,

ALFRED A. KNOFF, INC.

By:  

[Signature]

AGREED:

[Signature]

Betty Miles

Betty Miles
Alfred A. Knopf, Inc.

AGREEMENT made this 7th day of May, 1977, between ALFRED A. KNOPF, INC., 201 East 50th Street, New York, N.Y. 10022 (hereinafter referred to as the Publisher), and

Betty Miles
94 Sparkill Avenue
Tappan, New York 10983

who is a citizen of the United States and resident of New York (referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of juvenile fiction provisionally titled

BEN-JAH'S BOOK

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:
   a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:
      i. Print, publish and sell the work in book form;
      ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;
      iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;
      iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm and with the Author's consent Xerox or other photographic or reprographic copying, and the exclusive right to record or reproduce the text of an adaptation, abridgment, or extract thereof in any form of sound recording and to prepare a phonogram thereof for the school and library markets;
      vi. License periodical publication after book publication to the extent that any such right is available;
      vii. Exclusive right to prepare or authorize the preparation of an any language, any country, for which no license or option has been given within eighteen (18) months after first publication in the United States;
         a. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;
      ix. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.
   b. Exclusive right in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States;
   c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to each language or country for which no license or option has been given within three (3) years after first publication in the United States;
   d. Exclusive right to license others to use, subject to the approval of the Author, the name and likeness of the Author, the work, and the title of the work, in whole or in part, or any adaptation thereof as the title for trademark or trade name for other products or for any other commercial use in connection therewith.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 40,000 words in length, in content and form satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than September 1, 1979.

If the Author fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author.

If the Author fails to deliver the manuscript within ninety (90) days after the above date the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

4. The non-exclusive right to produce, or subject to the approval of the Publisher, license an adaptation of the work for filmstrips, printed cartoon versions and mechanical reproduction. In the event the Author receives an offer for such rights from a party other than the Publisher, the Publisher shall have forty-one (41) days after the Author notifies the Publisher of another offer in which to match the other said offer.
4. a. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libellous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipes, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply to the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

6. Within the term hereof the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstances beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libellous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash, at the option of the Publisher, to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of $, payable as follows:

- [Amount] on signing hereof;
- and on delivery and acceptance of the complete and satisfactory manuscript in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less returns (except as set forth below):

a. Ten per cent (10%) up to and including 10,000 copies; twelve and one-half per cent (12.5%) in excess of 10,000 copies.

b. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. if such copies are sold from a second or subsequent printing. Copies reprinted by the Publisher on his own initiative shall be treated as sales and the royalty will be based on amount received for any sales at a discount of more than fifty percent (50%) from the retail price.

c. Five per cent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a lower retail price as college textbooks.
Recipe made by Publisher pursuant to Paragraph 14. melted, five percent (5%) of the Publisher's net receipts.

iv. Five percent (5%) of the book list price for copies sold, less returns.

v. Five percent (5%) for an editorial board, in the form of a Modern Library (regular or giant size) or in a Vintage Books; and two percent (2%) or two cents (2¢) per copy, whichever is greater, for an edition in the Modern Library College Editions.

vi. Ten percent (10%) of the amount received for the original edition and five percent (5%) of the amount received for any lower price edition for export.

vii. For copies sold outside normal wholesale and retail trade, ten percent (10%) of the amount received for the original edition and five percent (5%) of the amount received for any lower price edition for copies sold at a discount between fifty percent (50%) and sixty percent (60%) from the retail price and five percent (5%) of the amount received for copies sold at a discount of sixty percent (60%) or more from the retail price, or for the use of the plates by any governmental agency.

iv. Royalty shall be paid on more copies sold below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

f. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii, iii, iv, vi and vii. At the Author's request, his share from book club and reprint licensing, less any unearned advances, shall be paid to him within two weeks after the receipt thereof by the Publisher. If the Publisher refuses to booklist for unsold copies due to the publication of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

vi. For copies sold to libraries and governmental agencies, the royalty shall be the same as for other sales. The amount received from the sale of the first ten thousand (10,000) copies shall be ten percent (10%) of the work.

vii. If the Author agrees to notify the Publisher promptly the disposition of any right which the Author has retained for himself.

13. The Publisher shall render semi-annual statements of accounts to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon. Should the Author receive an overpayment of royalty from copies reported sold but subsequently returned, the Publisher may deduct that overpayment from any future sums due the Author.

14. The Author agrees to grant to the Publisher option on his next book length work before the work is offered for sale to any other publisher. If the Publisher does not exercise this option within thirty (30) days from 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 period the Author shall notify the Publisher of its decision. If within that time the Publisher fails to notify the Author of its desire to publish the manuscript, it shall thereupon negotiate with him with respect to the terms of such publication. If within thirty (30) days thereafter the parties are unable to agree to a mutually satisfactory agreement for such publication, the Author shall be free to submit his manuscript elsewhere, provided, however, that he shall not enter into a contract for the publication of such manuscript with any other publisher upon terms less favorable than those offered by the Publisher.

15. On publication the Publisher shall give ten (10) free copies to the Author, who may purchase additional copies for personal use at a discount of forty percent (40%) from the retail price.
termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the “remainder” price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscripts and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party, and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-assignable unsecured advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 475 Fifth Avenue, New York, New York 10017, and the receipt of said McIntosh and Otis, Inc. shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc. is hereby empowered by the Author to act in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc., and McIntosh and Otis shall retain a sum equal to ten per cent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

26. It is a condition of the rights granted hereby that the Publisher agrees that all copies of the work that are distributed to the public shall bear the copyright notice prescribed by the applicable copyright laws of the United States of America. The Author hereby appoints the Publisher as his attorney-in-fact in his name and in his stead to execute all documents for recording in the Copyright Office evidencing transfer of ownership in the exclusive rights granted to the Publisher hereunder.

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

In the presence of

Alfred A. Knoff, Inc.

By

The Publisher

In the presence of

Betty Miles

The Author
AGREEMENT made this 29th day of December, 1993, BETWEEN ALFRED A. KNOOPF, INC.,
201 East 50th Street, New York, N.Y. 10022 (referred to as the Publisher), and

Betty Miles
94 Sparkill Avenue
Teppan, NY 10983

who is a citizen of the United States and resident of (state) New York
(referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties respectively to publish and have published a work (referred to as the work) of

UNTITLED Novel

NOW, THEREFORE, they mutually agree as follows:

1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

i. Print, publish and sell the work in book form;

ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including affiliates of the Publisher;

iii. License publication of a reprint edition by another publisher with the consent of the Author.

The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;

iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and in other special editions and through microfilm and with the Author's consent Xerox or other forms of copying;

v. The non-exclusive right to record or grant licenses *

vi. License periodical publication after book publication to the extent that any such right is available;

vii. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;

viii. License, without charge, transcription or publication of the work by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.

b. Exclusive right in all foreign languages other than Canada, the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States.

c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to each language or country for which no license or option has been given within three (3) years after first publication in the United States.

d. Exclusive right to use or license others to use, subject to the approval of the Author, the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection therewith.

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of the work in the English language of approximately 40,000 words in length, in consent form satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than February 1, 1978.

If he fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. The complete manuscript shall include the following additional items:

If the Author fails to deliver the manuscript within ninety (90) days after the above date the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder.

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

* to record the text or an adaptation, abridgment, or extract thereof in any form of sound reproduction for the school and library markets;

** vii. Produce, or subject to the approval of the Author, license an adaptation of the work for filmstrip, printed cartoon versions, and mechanical reproductions;
4. a. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instructions contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author’s indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply to the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

6. Within two years after the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer’s errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer’s bills and the corrected proofs are presented upon request for his inspection.

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author’s name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of [ ] dollars ($ ), payable as follows:

   on signing hereof; and

   on delivery and acceptance of the complete and satisfactory manuscript in conformity with Paragraph 2.

   Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less returns (except as set forth below):

   a. Ten per cent (10%) up to and including 10,000 copies; twelve and one-half per cent (12.5%) in excess of 10,000 copies.

   b. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. if such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph shall not be included in such computation.

   Royalty will be based on amount received for any sales at a discount of more than fifteen percent (15%) in any one year.

   c. Five percent (5%) of the amount received for copies sold by the Publisher’s Premium or Subscription Books Wholesale Department.

   d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a lower retail price as college textbooks.
iv. Five percent (5%) of the school list price for copies sold, less returns in Learning Units.

- Export Sales
  - Special Sales
  - No Royalty Copies

Receipts from Other Rights

First Serial

British

Translation

Commercial

Share to Other Authors

Performance Rights

Rights retained by Author

Reports and Payments

Option for Next Work

Copies to Author

Discontinuance of Publication

For a school edition the royalty provided in subdivision a. of this Paragraph but no more than ten percent (10%) of the amount received for a Senior High School edition;

Eight percent (8%) of the amount received for a Junior High School edition;

Six percent (6%) of the amount received for an Elementary School edition.

Five percent (5%) for all editions published at a retail price of two or less in the Modern Library (regular or giant size) or in Vintage Books and two percent (2%) or two cents (2¢) per copy, whichever is greater, for an edition in the Modern Library Classics Editions.

Ten percent (10%) of the amount received for the original edition and five percent (5%) of the amount received for any lower-price edition for copies sold for export.

For copies sold outside normal wholesale and retail trade channels, ten percent (10%) of the amount received for the original edition and five percent (5%) of the amount received for any lower-price edition for copies sold at a discount between fifty per cent (50%) and sixty per cent (60%) from the retail price and five per cent (5%) of the amount received for copies sold at a discount between sixty per cent (60%) and seventy per cent (70%) from the retail price, or for the use of the plates by any governmental agency.

No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii, iii, iv, vi and vii. As the Author’s request his share from book club and reprint licensing, less any unearned advances, shall be paid to him within two weeks after the receipt thereof by the Publisher. If the Publisher retains for booksellers for unsold copies due to the publication of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

*Not to exceed ten percent of the text of the work the Author has retained for himself.*

13. The Publisher shall render semi-annual statements of accounts to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

Should the Author receive any overpayment of royalty rising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the sale or licensing of the work.

Summary: The Author shall in no event be entitled to receive under this and all prior agreements with the Publisher more than $5 during any one calendar year. If in any one calendar year the sum accruing to the Author under this and all prior agreements with the Publisher shall exceed such amount, he shall be entitled to receive the excess amount in any succeeding calendar year in which the sums accruing to him under this and all prior agreements with the Publisher do not exceed the maximum herein stated, provided that the total amount to which the Author may be entitled under this and all prior agreements with the Publisher shall not exceed the total amount to which the Author would be entitled under this agreement and all prior agreements if the work was not a novel (or juvenile fiction on terms arranged to be so).
termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work so enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remainder" price.

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss or damage due to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscripts and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally; and if they do not proceed jointly, each party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for reorganization is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereupon the rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unsecured advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

22. This agreement shall be interpreted according to the law of the State of New York.

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher shall be binding on either of the parties without the written consent of the other.

24. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

25. All sums of money due the Author under this agreement shall be paid to the Author's agent, McIntosh and Otis, Inc., 475 Fifth Avenue, New York, New York 10017, and the receipt of the said McIntosh and Otis, Inc. shall be a good and valid discharge of all such indebtedness; and the said McIntosh and Otis, Inc. is hereby empowered by the Author to met in all matters arising from and pertaining to this agreement. The Author does hereby irrevocably assign and transfer to McIntosh and Otis, Inc. and McIntosh and Otis, Inc. shall retain a sum equal to ten percent (10%) out of all monies due and payable to and for the account of the Author under this agreement.

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

In the presence of

ALFRED A. KNOFF, INC.

By
The Publisher

In the presence of

Matthew E. Miles

The Author

Social Security Number
September 6, 1989

Ms. Betty Miles
94 Sparkhill Avenue
Tappan, New York 10983

Dear Ms. Miles:

Reference is made to the following agreements (the Agreements) between you and us for the works (the Works) as noted:

The Works
JUST THE BEGINNING
I WOULD IF I COULD
THE REAL ME
THE TROUBLE WITH THIRTEEN
LOOKING ON
ALL IT TAKES IS PRACTICE
MAUDE AND ME AND THE DIRTY BOOK
SAVE THE EARTH HANDBOOK
AROUND AND AROUND LOVE

The Agreement Dates
July 21, 1975, as amended
December 29, 1977, as amended
November 26, 1973, as amended
December 29, 1977, as amended
(undated, 1977), as amended
April 3, 1976, as amended
May 7, 1979, as amended
December 6, 1972
October 22, 1974

This letter, when signed by you and by us, will amend the Agreements as follows:

Paragraph 1.a. of the Agreements is hereby amended to read as follows:
"a. Exclusive right in the English language, throughout the world, to:"

Paragraphs 1.a.v., 1.a.vii., 1.b., 1.c., 1.d., 10.k., 10.l., 10.m., 10.n., and 11 of the Agreements are hereby reinstated as follows:
"1.a.v. License periodical publication including magazines, newspapers and digests prior to book publication;"

"1.a.vii. Adapt and license adaptations of the work for videocassettes (for the school and library market), filmstrips, printed cartoon versions and mechanical reproduction."

"1.b. Exclusive right to license in the English language throughout the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above."

"1.c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above."
"10.d. Exclusive right to use or license others to use the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such other products."

"10.k. Seventy percent (70%) of the amount received from the disposition of licenses in the United States and Canada granted pursuant to Paragraph 1, subdivision a., v."

"10.l. Sixty percent (60%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b."

"10.m. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision c."

"10.n. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d., provided that all expenses in connection therewith shall be borne by the Publisher."

"11. The Author appoints the Publisher as his exclusive agent to dispose of the performance rights including dramatic, musical, radio, television, motion picture and allied rights, subject to the Author's consent, and the Publisher shall receive a commission of ten percent (10%) of the amount received."

The words "and l.a.vii." shall be added at the end of the first sentence of Paragraph 10.j. of the Agreements.

Except as expressly modified herein, the Agreements are ratified, confirmed and remain in full force and effect.

If the foregoing terms are in accordance with your understanding, please sign and return the original and all copies of this letter to us for our signature.

Sincerely yours,

ALFRED A. KNOPF, INC.

AGREED:

Betty Miled

Betty Miled