

# Memorandum of Agreement

MADE THIS First day of August 1955, between

Maurice Rowdon Esq.

of bei Fischer, Zurich-Zollikon, Alte Landstrasse 139, Switzerland.

(hereinafter called "The Author", which expression shall, where the context admits, include the Author's executors, administrators and assigns) of the one part and Messrs. William Heinemann Ltd., of The Windmill Press, Kingswood, Surrey and 99 Great Russell Street, London, W.C.1 (hereinafter called "the Publishers", which expression shall where the context admits, include the Publishers' executors, administrators and assigns, or successors in business as the case may be) of the other part.

WHEREAS the Author ~~is writing~~ has written, a literary work at present entitled

**PERIMETER WEST**

it is mutually agreed between the parties hereto as follows:

~~has delivered~~

1. The Author ~~undertakes to deliver~~ ~~by~~ the manuscript of the work ready for the printer and the Publishers shall, unless prevented by war, strikes, lock-outs or other circumstances beyond the Publishers' control, within ~~twelve~~ months of the delivery of the complete manuscript, unless otherwise mutually agreed, at their own risk and expense produce and publish the work.

The Author undertakes to read and correct his proofs and to return them to the Publishers within ten days of their receipt.

2. The Author hereby warrants to the Publishers that the said work is in no way whatever an infringement of any existing copyright and that it contains nothing obscene or which with the intention of the Author is libellous and the Author will indemnify the Publishers against loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the Publishers in consequence of any breach by the Author (unknown to the Publishers) of this warranty.

3. In consideration of the payments hereinafter mentioned the sole and exclusive licence to print, publish and sell in the English language the work, or any abridgment of the work or any substantial part of the work in (serial and) volume form for the period of unrestricted copyright is hereby vested in the Publishers throughout the world.

4. The Author shall on delivery of the manuscript supply to the Publishers without additional remuneration photographs, pictures, diagrams, maps and other material from which to illustrate the said work, and in respect of any such material of which the copyright is not his own the Author shall at his own expense obtain from the owners of the respective copyrights written permission to reproduce such material

*h.a.c.*

in connection with the said work, and the Publishers shall prepare blocks therefrom at their own cost for the use of their Printers and Binders. Such pictures and material supplied by the Author shall, when done with, be returned to the Author if he so requires, but the Publishers shall not be liable for accidental damage thereto, or for loss thereof, in the absence of negligence on his part or on the part of his own employees.

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5. If in the opinion of the Publishers an index is desirable such index shall be supplied by the Author or at the Author's expense.

6. The Publishers shall have the entire control of the publication; and the paper, printing, binding, jacket and embellishments, the manner and extent of advertisement, the number and distribution of free copies for the Press or otherwise, and the price and terms of sale of the first or any subsequent edition shall be in their sole discretion. Save as hereby otherwise provided the Publishers shall bear all expenses of production and advertising except the amount, if any, by which the cost of the Author's corrections of proofs other than printer's errors, as per printer's invoice, exceeds 12½% of the cost of type-setting, which excess amount shall be borne by the Author.

7. The published price of the work shall be about \_\_\_\_\_ per copy, but the Publishers shall have power in their discretion to alter the published price of an edition as they may think fit and (in not less than two years after first publication) to sell part or the whole of the residue of any edition at a reduced price, or as a remainder at the best prices such remainder stock will fetch. The Publishers shall give the Author the first refusal of purchasing the remainder stock. Such option shall be sufficiently complied with on the Publishers' part by posting to the Author at his last known address an offer of such remainder stock and this offer shall be deemed to be refused if no reply is received by the Publishers within four weeks after posting such offer.

8. The Publishers shall have the right to issue cheap editions of the work, that is to say editions published at one half or less than one half of the original published price, and if they issue such cheap editions the Publishers shall pay to the Author 10% (ten per cent) of the published price on copies sold in Great Britain and Ireland and 10% (ten per cent) of the price received by them on copies sold in the colonies and foreign countries.

9. During the legal term of unrestricted copyright the Publishers agree to pay to the Author the following royalties and/or fees in respect of volume or sheet sales:

(a) **On copies sold in Great Britain and Ireland 10% (ten per cent) of the published price on the first 5,000 (five thousand) copies sold, 12½% (twelve and a half per cent) on the next 5,000 (five thousand) copies sold, and 15% (fifteen per cent) on all copies sold after 10,000 (ten thousand).**

(b) Ten per cent of the net receipts by the Publishers from the sale of any copies whether specially printed or not and whether bound or in sheets, for sale in America or elsewhere overseas.

(c) Eighty per cent of all fees or royalties received by the Publishers on account of an edition or editions of the work printed in the United States of America.

(d) Ten per cent of the published price in respect of not less than 2,000 copies, sold to the Book Society at a discount of fifty per cent or more of the published price on copies sold in Great Britain and Ireland and ten per cent of the price received on copies sold overseas.

(e) Ten per cent of the published price on small reprints of 2,500 copies or less.

(f) Ten per cent of the net amount received by the Publishers on all copies of the work remaindered at above cost.

10. In consideration of the payment by the Publishers to the Author of the following percentages of all monies received by them in respect of the undermentioned rights the Author hereby assigns the said rights to the Publishers:

- (a) ~~Translation rights: sixty-six and two-thirds per cent. Any commission due to an agent acting on the instructions of the Publishers to be paid out of the Publishers' share.~~
- (b) Anthology, digest and quotation rights: fifty per cent.
- (c) Continental rights: fifty per cent.
- (d) Serial rights: seventy-five per cent.
- (e) Dramatic rights: ninety per cent.
- (f) Film rights: ninety per cent.
- (g) Broadcasting rights: seventy-five per cent.
- (h) Television rights: seventy-five per cent.
- (i) Microphotographic reproduction rights: fifty per cent.
- (j) Rights of reproduction by gramophone records or other mechanical means whether by sight, sound, or a combination of both: seventy-five per cent.
- (k) Book Club rights negotiated on a royalty basis: fifty per cent.
- (l) Digest book condensation rights: fifty per cent.
- (m) One-shot periodical or Newspaper rights: fifty per cent.
- (n) Strip cartoon book rights: ~~twenty-five per cent.~~ **seventy-five per cent.**
- (o) Sales of U.S.A. Book Club editions in territory covered by this agreement: fifty per cent.
- (p) Reprint rights licensed to another publisher: fifty per cent.

11. During the legal term of unrestricted copyright the Publishers agree to pay to the Author the following percentages of all monies received by them for the reasons stated below:

~~Fifty per cent of sums paid for the right to use or reproduce illustrations, maps, plans appearing in the work which have been provided by the Author.~~

12. The Publishers agree to pay to the Author the sum of **£75 (seventy-five pounds)** ~~at the time of publication~~ ~~on account and in anticipation of all sums due under this agreement, payable as follows: half the amount at the signing of this contract and half the amount at the time of publication.~~ **at the signing of this contract**

13. No royalties shall be paid on copies
- (a) presented to the Author, or to others, or to the Press.
  - (b) destroyed by fire, water, enemy action, in transit or otherwise.
  - (c) sold at less than cost.

14. The Publishers shall render the first two accounts of the said work as at June 30 and December 31 next following the date of first publication and subsequently annually as at December 31, and all monies due to the Author shall be paid to him within three months of the said accountancy dates provided, however, that no account need be submitted unless specifically demanded nor payment made in respect of any year in which the sum due is less than £1, in which case the amount will be carried forward to the next accountancy date.

15. The Author shall not during the continuance of this agreement without the consent of the Publishers publish any abridgment or part of the said work in (serial or) volume form nor shall the Author prepare otherwise than for the Publishers any work which reproduces in identical or similar form any considerable part of the said work.

16. The Author shall be entitled to receive on publication six presentation copies of the first edition of the work, and shall have the right to purchase further copies for personal use on trade terms.

17. The Publishers shall have the first refusal of (including the first opportunity to read and consider for publication) the Author's next two works on terms to be mutually agreed upon. If however the Publishers decline the first of these works the Author shall not be bound to offer them the second.

18. If (a) the Publishers fail to fulfil or comply with any of the provisions of this agreement within one month after written notification from the Author of such failure or if (b) an order is made or an effective resolution passed for the liquidation of the Publishers other than a voluntary liquidation for the purpose of reconstruction only or if (c) after the work is out of print he has not within nine months of a written request from the Author issued a new edition or impression of at least five hundred copies then and in any of these events this agreement shall automatically determine without prejudice to any claim which the Author may have either for monies due and or damages and/or otherwise, provided that in the case of (c) the Author refunds any unearned balance of the advance and buys back from the Publishers all blocks, stereoplates, moulds, designs and engravings specially made for the said work at one-half of their original cost.

19. All disputes which may arise under out of or in connection with or in relation to this Agreement shall be submitted to the arbitration of the London Court of Arbitration under its rules for the time being and the Award of an Arbitrator shall be a condition precedent to the commencement of any action or suit arising out of or in connection with this agreement.

If any difference shall arise between the Author and the Publishers touching the meaning of this agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire, in accordance with the provisions of the Arbitration Act 1950.

For and on behalf of William Heinemann Ltd.

*A. D. G. G. G.*  
Managing Director.

AS WITNESS THE HANDS OF THE PARTIES