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AGREEMENT made this 1st day of February, 1976, between Andrew J Offutt, Funny Farm, Haldeman KY 40329 (hereinafter called the Editor)

and Andre Norton (hereinafter called the Author) with respect to a story entitled

SWORD OF UNBELIEF (hereinafter called the Story), for inclusion in an anthology of previously unpublished stories, tentatively entitled SWORDS OF DARKNESS, to be edited by the Editor and published by Kensington Publishing Corp, NY, which anthology is hereinafter called the Work.

WITNESSETH :

1. In consideration of an initial payment of \$365.00 as an advance against earnings as described in Paragraph 2 below, the Author grants to the Editor, his heirs and assigns during the full term of copyright of the Work, and all renewals thereof, the right to enter into agreements for the publication of the Story in any and all editions of the Work, both hardcover and paperbound, or for the licensing of such publication, in the English language and in foreign translation, throughout the world.

2. The Editor agrees to pay, within five days of receipt of this agreement properly signed by the Author, the sum specified in (1) above, which sum shall be an advance against a pro rata share of 60% of all the Work's earnings received by the editor.

(A) With respect to any edition of the Work, such division shall be made among the Authors whose stories are actually included in such edition, and no payment shall be made to any Author whose story is not included.

3. The Author shall not sell or license the Story's use for publication in any country or territory in the world, other than as herein provided, prior to the expiration of one year from the first publication of the Work in that country or territory, without first obtaining the consent of the Editor, in writing. After one year, rights granted to Editor are non-exclusive.

4. The Author warrants that the story is original, has not been previously published, and is not in the public domain. The Author further warrants that the Story contains nothing libelous or plagiarized or that which constitutes an invasion of privacy. The Author agrees to hold the Editor and publishers of the Work harmless against any loss, expense, or damage arising out of any breach of the foregoing warranties.

5. The Editor shall cause the Story to be published as part of the Work within three years of the date of signing of this agreement, and should he fail to do so, then all rights hereunder shall revert to the Author, who shall keep the advance already paid him.

6. The Editor shall arrange for the Author to receive two free copies of the U.S. paperback edition, and one free copy of any other editions wherever possible.

7. All rights not specifically granted in this Agreement are reserved to the author.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

Andre Norton
Author

Andrew J Offutt
Editor