



AGREEMENT made this 2nd day of June, 19 64, between
Andre Norton of 1829 Mannering Road, Cleveland,
Ohio, a citizen of the United States

(hereinafter described as the Author and referred to by the masculine singular pronoun)
 and HARCOURT, BRACE & WORLD, INC. of 750 Third Avenue, New York 17, New York
 (hereinafter described as the Publisher) respecting a work to contain about 40,000 words, and
 provisionally entitled

X FACTOR

(hereinafter described as the Work).

*Book
 publication
 rights and
 territory*

I. The Author grants to the Publisher, its successors, and assigns, subject to the terms of this agreement, and during the full term of copyright and all renewals thereof, the full, sole, and exclusive right to print, publish, and sell the Work, and to license publication of the Work, in book form in the English language throughout the world, together with the full, sole, and exclusive right to license its publication in book form in all other languages throughout the world.

*Author's
 warranties*

II. (a) The Author represents and warrants that the Work has not heretofore been published in book form in the English language; that he is the sole author of the Work and the sole owner of the rights herein conveyed to the Publisher; that he has not in any way assigned, pledged, or otherwise encumbered said rights, and has full power to make this agreement; that the Work does not violate any copyright or any person's right of privacy or any other right; and that it contains nothing obscene, scandalous, libelous, or otherwise unlawful. The Author agrees that he will hold harmless and defend the Publisher, and its licensees, from all manner of claims or demands on the ground that the Work violates any copyright or any person's right of privacy or any other right, or contains anything obscene, scandalous, libelous, or otherwise unlawful, and that he will compensate the Publisher for any sums, including counsel fees, that the Publisher may have to pay in settlement of any claim or judgment against it, as well as for any liability, loss, or damage sustained by the Publisher as a result of any breach or alleged breach of any of the foregoing warranties. The warranties and indemnities herein set forth shall survive in the event this agreement is terminated.

*Notice of
 claims*

(b) The Publisher and the Author shall promptly notify each other of any such claim, demand, or suit, and shall co-operate fully in any defense. The Publisher shall have the right to select its own counsel and to withhold payments due the Author under this agreement or under any other agreement between the Author and the Publisher as security for the Author's obligation.

*Conflicting
 work*

(c) The Author agrees that during the life of this agreement he will not, without the consent of the Publisher, furnish to any other publisher any work, regardless of length, on the same subject and of similar character apt to conflict with the sale of the Work.

*Delivery of
 manuscript*

III. (a) The Author agrees to deliver to the Publisher on or before two complete double-spaced typewritten copies of the Work as finally revised by the Author, and in form and content satisfactory to the Publisher. If the Author fails to deliver the final revised manuscript of the Work within the specified time, unless extended in writing by the Publisher, or if the manuscript as delivered shall prove unsatisfactory to the Publisher, the Publisher shall have the right to terminate this agreement and to recover from the Author any and all amounts the Publisher may have advanced to the Author in connection with the Work, but until this agreement has been terminated and until such amounts have been repaid to the Publisher, the Author shall not be free to cause publication of the Work elsewhere. Or if the manuscript as delivered is not ready to print from, but is otherwise satisfactory to the Publisher, the Author shall have the option, after written notice from the Publisher, of preparing it for delivery within thirty days; upon the Author's failure to do so, the Publisher shall have the manuscript properly prepared at the Author's expense. The Publisher shall have the right to alter the manuscript to conform with the Publisher's standard style of capitalization, punctuation, spelling, and usage.

*Illustrations,
 index, per-
 missions for
 use of
 material*

(b) The Author agrees (1) to supply, on delivery of the final revised manuscript and at his own expense, all photographs, drawings, maps, tables, charts, or other illustrative material deemed an integral part of the Work, in a form ready for reproduction, together with the captions to accompany such material, and (2) to supply a double-spaced typewritten copy of an index, if required, within two weeks after completed page proof has been received by him. If said index and said illustrative material are not delivered within the specified time, the Publisher shall have the right to provide same at the Author's expense. The Author shall obtain at his own expense written permissions for material, graphic and textual, from other published and unpublished works incorporated in the Work, and shall deliver such written permissions to the Publisher with the final revised manuscript.

*Proofreading
 and Author's
 alterations*

IV. The Author shall be responsible for proofreading, revising, and correcting all galley and page proof of the Work, and he agrees to return said proofs promptly to the Publisher. For alterations that the Author makes in proof after type has been set up in conformity with the final revised manuscript, the Author shall pay all charges in excess of fifteen per cent of the cost of the typesetting of such manuscript; and he shall pay in full for any corrections that he requires, or that are necessary for the correction of actual errors (other than printers' errors), after the plates have been made in conformity with the last page proof as corrected by the Author.

Time and style
of publication

V. The Publisher agrees, within a reasonable time after delivery of the final revised manuscript, to publish the Work at its own expense and in such style and manner and at such price as it deems best, and to keep the Work in print as long as it deems expedient, but it shall not be responsible for delays caused by circumstances beyond its control.

Copyright
and renewals

VI. (a) The Publisher shall apply for copyright in the name of **Andre Norton-----**. The Publisher shall have the right to effect any renewals of copyright provided for by law, and both parties agree to execute any documents necessary thereto. The Publisher shall not be responsible for taking out copyright outside the United States.

Prior serial
publication
and copyright
assignment
therefor

(b) If first serial rights are reserved by the Author, he agrees that he will not permit the Work to be published in one part, either in full length or in condensed or abridged form, prior to book publication without the consent of the Publisher. If serial publication of the Work prior to book publication is arranged, the Author agrees that such serial publication shall be in not less than two installments, the first installment of which shall be published no later than six months from the delivery to the Publisher of the final revised manuscript. The Author shall promptly notify the Publisher of any such arrangement for serial publication, and if the copyright in the Work as published serially shall have been registered in the name of any party other than that designated above, the Author shall promptly, and before book publication, furnish the Publisher with a legally recordable assignment of the copyright to the party designated above.

Prior publica-
tion abroad
and copyright
assignment
therefor

(c) If the Work is first published in the English language outside the United States by arrangement with the Author or his agent, the Author shall, within thirty days after such publication, deliver to the Publisher two complete copies of such edition together with notice of its publication date. If the Author is a citizen of the United States and the Work shall have been registered for ad interim copyright in the name of any party other than that designated above, the Author shall deliver to the Publisher a legally recordable assignment of the ad interim copyright to the party designated above. If the Author is not a citizen of the United States and the Work shall have been registered for copyright in the name of any party other than that designated above, the Author shall deliver to the Publisher a legally recordable assignment of the copyright to the party designated above.

Copyright
infringement

(d) If the copyright of the Work is infringed and if the Publisher and the Author agree to join in an action for infringement, the expenses thereof and the net recovery therefrom shall be shared equally. If the Author and the Publisher do not agree to proceed jointly, then either party shall have the right to bring an infringement action and the expenses thereof shall be borne solely by such party and any recovery therefrom shall belong solely to such party; and if such party shall not be the registered copyright owner, the other party agrees to be named as co-plaintiff, without assuming any liability for expenses or any claim to benefits thereby.

Author's likeness,
etc. in advertising

VII. The Publisher shall have the right to use and to authorize the use of the Author's name, likeness, and photograph in connection with advertising, publicizing, and promoting the Work.

Author's
copies

VIII. The Publisher shall give the Author on publication ten copies of the regular edition of the Work, and the Author may purchase further copies for his personal use at forty-per-cent discount.

Author's
property

IX. The Publisher shall be responsible for only the same care of any property of the Author in its hands under this agreement as it takes of its own. The Publisher shall be responsible for the safety of such property from fire or water or loss only to such an amount, if any, as the Author shall request the Publisher in writing to keep it insured for at the Author's expense.

Royalties

X. The Publisher shall pay the Author:

(a) the following royalty on the retail price of all copies of the regular edition sold, less returns:

ten (10) per cent, with an advance of four hundred dollars (\$400.00) on account of income accruing to the Author from the Work, said advance payable on the signing of this agreement.

Special and export

(b) a royalty of ten per cent of the amount the Publisher charges for copies or editions, whether bound or in sheets, sold at half the retail price or less, or for export;

Mail-order, etc.

(c) a royalty of five per cent of the amount the Publisher charges for all copies of the Work, less returns, sold direct to the consumer through the medium of mail-order coupon advertising, direct-mail circularization, or solicitation by radio or television;

Publisher's
own cheap
editions

(d) a royalty of five cents (5¢) per copy on all paper-bound copies sold of any cheap edition published under the Publisher's own imprint, less returns, and a royalty of ten per cent of the amount the Publisher charges for all cloth-bound copies sold of any cheap edition published under the Publisher's own imprint, less returns; it being agreed that the Publisher shall have the right to publish such cheap editions at any price less than two thirds of the current retail price of the regular edition but only after one year from the date of its original publication of the Work;

Textbook edition

(e) a royalty of ten per cent of the amount the Publisher charges for all copies sold, less returns, of any textbook edition of the Work that it may publish;

Publication
outside U.S.

(f) two thirds of the net royalty or fee received on editions of the Work published in the English language outside the United States and on editions published in other languages;

Keeping work
in print

~~(g) one half the current rate of royalty on all copies of the regular edition sold in any semiannual accounting period in which sales fall below five hundred (500) copies; it being understood that this provision is made in order that the Publisher may keep the Work in print longer than would otherwise be possible and is to take effect only after the first printing is exhausted.~~

(g) eight per cent of the retail price on all copies of the regular edition sold in any year in which sales fall below one thousand (1,000) copies; it being understood that this provision is made in order that the Publisher may keep the Work in print longer than would otherwise be possible and is to take effect only after the first printing is exhausted.

Royalty-exempt
copies

XI. No royalty shall be paid for copies furnished gratis to the Author, for advertising or review, for sales or other promotion purposes, or for remainders or damaged copies sold at or below cost.

Additional
rights

XII. The Author grants to the Publisher the full, sole, and exclusive additional rights in the Work as specified below, and for the territory designated in Paragraph I, and the Publisher shall divide the net proceeds therefrom as indicated:

First serial

(a) to license first serial rights, in whole or in part: ninety per cent to the Author and ten per cent to the Publisher;

Other publishers'
cheap editions,
book-club, digest,
anthology, etc.

(b) to license cheap or reprint edition rights to other publishers; book-club rights to book clubs paying a royalty or an outright sum for editions distributed to their members or subscribers; anthology, lyric, abridgment, condensation, digest, and book-club digest rights, and rights to publish selections; second serial rights, newspaper syndication rights, and rights for abridged and unabridged picturized versions: fifty per cent to the Author and fifty per cent to the Publisher;

Commercial,
radio, television,
etc.

(c) to license commercial rights; radio and television rights; rights for reproduction by phonograph records, magnetic tapes, film strips, microfilming, or other mechanical devices: two thirds to the Author and one third to the Publisher;

Motion-picture,
dramatic,
musical, etc.

(d) to license motion-picture and allied rights; dramatic rights and readings; operatic or musical rights: eighty per cent to the Author (without deduction of agent's commission, if any) and twenty per cent to the Publisher.

~~If motion-picture and allied rights, dramatic rights and readings, operatic or musical rights are sold by the Author or his agent, the Publisher shall receive, as an acknowledgment of its contribution to the value of said rights, ten per cent of the net proceeds therefrom.~~

Selections
without charge,
Braille, etc.

XIII. No compensation shall be made to the Author for brief selections from the Work that the Publisher may publish or permit others to publish without charge to promote the sale of the Work or as "fair use" citation, or for such publication of the Work, in whole or in part, as the Publisher may authorize without charge in Braille or by Soundsciber or similar recording process for the blind, or by photographing or microfilming for the physically handicapped.

Settlement
of accounts

XIV. (a) Semiannual statements, up to each January and July, shall be rendered on the twenty-fifth day of each April and October respectively subsequent, and shall be accompanied by payment of the sums due thereon. Whenever the sum due in any accounting period shall amount to less than ten dollars (\$10.00), no accounting shall be rendered until the next semiannual accounting after the sum accrued shall equal or exceed ten dollars (\$10.00). Should the Author receive an overpayment of royalty on copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further earnings of the Work or of any other works by the Author that may be published by the Publisher.

Deferred
royalty
payments

~~(b) In consideration of the Publisher's obligations under this agreement, the Author shall be entitled to receive at each semiannual accounting a maximum of _____ If at any semiannual accounting the sums accruing to the Author on the Work shall exceed such amount, the excess shall be paid to the Author in succeeding semiannual accounting periods, except that in no such succeeding accounting period shall he receive more than the maximum amount herein stated.~~

Deductions
from Author's
income

XV. The Publisher shall have the right to deduct from income due or to become due to the Author, whether by reason of this agreement or of any other agreement between the parties, any sums that the Author may owe the Publisher. If such income is not sufficient to cover the sums due, the Author agrees to make payment immediately upon written notice from the Publisher. However, unless otherwise agreed, this provision shall not apply to an unearned advance on account of income accruing to the Author from a specified work, except that it shall apply to any sum or sums, still unearned, that may have been advanced to the Author beyond the amount of the advance stipulated in the initial agreement for the specified work.

Sale of
overstock

XVI. If, after one year from the date of publication, the Publisher shall deem that it is overstocked with copies of the Work, the Publisher may dispose of such overstock at the best price obtainable, subject to the royalty provisions herein, and may distribute type or melt plates.

Out-of-print
provision

XVII. (a) If the Work shall be out of print for six months or more in all editions, the Publisher may offer its plates, if any, to the Author at fifty per cent of the manufacturing cost, including composition, and any remaining bound copies and sheets at manufacturing cost. The Work shall be considered in print if it is on sale under the Publisher's own imprint or under the imprint of another publisher, or if it is under option or contract for publication in a cheap or reprint edition.

(b) If at any time after two years from the Publisher's original date of publication the Work shall be out of print as above defined and the Author shall make written demand on the Publisher to reissue the Work, the Publisher shall have six months after such written demand to reprint the Work or to make a contract for its reissue within a reasonable time. Upon the Publisher's failure to bring about the reissue of the Work, and upon payment to the Publisher of any sums owing from the Author, this agreement shall terminate and all rights herein granted shall revert to the Author, subject however to any licenses or options theretofore granted by either party and to the continuing payment to the Publisher of its share of the proceeds from such licenses or options.

Bankruptcy

XVIII. If the Publisher is adjudicated a bankrupt, or if the Publisher makes an assignment for the benefit of creditors, this agreement shall terminate and the rights granted to the Publisher shall revert to the Author, upon payment to the Publisher of any sums owing from the Author, and subject to the continuing payment to the Publisher of its share of the proceeds from outstanding licenses or options. The Author shall have the right within sixty days after the occurrence of any one of the above events to purchase the Publisher's plates, if any, and any bound copies and sheets under the terms and conditions provided in Paragraph XVII (a).

Option

~~XXIX. (a) Since a continuing relationship within the scope of this agreement is contemplated by the Author and the Publisher, the Author agrees to give an option to the Publisher to publish~~

~~(b) If the Author writes a work that does not fulfill the above option, and if the Author wishes to have such work published in book form, he shall offer it to the Publisher for publication on terms to be mutually agreed upon; and whether the Publisher accepts or declines such work, the option granted herein shall remain valid.~~

Assignment

XX. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, or assigns of the Author and the successors or assigns of the Publisher. The Publisher may assign this agreement, but only in its entirety. The Author may assign any net sums due or to become due him hereunder, but he shall not have the right to assign his rights under this agreement without the written consent of the Publisher.

Applicable law

XXI. Regardless of the place of its physical execution or performance, and regardless of the place of residence of the parties, this agreement shall be interpreted under the laws of the State of New York.

Statements and payments

XXII. All notices, statements, and payments due the Author under this agreement shall be sent to him at the address first above written unless the Publisher is notified of any change.

Marginal notes

XXIII. The printed marginal notes of this agreement are for convenience only, and are not to be deemed a part thereof.

Modification

XXIV. This agreement constitutes the whole agreement between the parties and may not be modified, altered, waived, amended, or changed except by an instrument in writing signed by both parties.

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

[AUTHOR]

HARCOURT, BRACE & WORLD, INC.

William J. ...
William J. ...
Bus.