

Verbundkatalog Kalliope

André Gide

Mann, Klaus

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MEMORANDUM OF AGREEMENT, made this 29th day of June 1948
between Klaus Mann hereinafter called
the Author, and Creative Age Press, Inc. hereinafter called
the Publishers.

1. The Author hereby grants and assigns to the Publishers
the sole and exclusive right to publish in book form in the United
States and Canada a work now entitled Andrs Gide
~~only by mutual consent in writing~~ (which title may be changed

2. It is understood and agreed that the copyright shall be
taken out in the name of the Author, and the Publishers are hereby
authorized to take all steps required to secure said copyright in
the United States and in such other countries as may be covered by
this agreement. The Publishers agree to imprint on the reverse
side of the title page of every copy, the following copyright
notice: Klaus Mann. The
Author agrees to apply for the renewal of said copyright on the
expiration of the first term thereof, and to assign to the Pub-
lishers (if this agreement has not previously terminated) the sole
and exclusive right to publish the said work in book form as here-
in provided during the full term of said renewal, on the same terms
and conditions as for the original copyright term.

3. The Author guarantees and represents that the said work
is innocent and contains no matter libelous or otherwise unlawful,
that he is the sole author and proprietor of the said work and has
full power to make this agreement and grant, and that he will hold
harmless the Publishers against any suit, claim, demand, or recov-
ery, by judgment finally sustained, by reason of any violation of
proprietary right or copyright by, or any unlawful matter contained
therein, in the said work; provided, however, that if any matter
(not contained in the original work as delivered to the Publish-
ers) is inserted in the published book by or at the instance of
the Publishers, the Author, as to such inserted matter, shall not
be rendered liable therefor.

4. The Author agrees to deliver to the Publishers on or be-
fore the 1st day of December 1948, a complete
copy of the said work in its final form.

5. The Publishers agree to submit galley and page proofs of
said work to the Author which proofs the Author agrees to return
to the Publishers within fourteen days of receipt thereof. Such
galley and page proofs of the said work shall be set up in strict
conformity with the final manuscript as submitted by the Author and
proofread by the Publishers, and the Author shall pay, or permit
to have charged against royalties, the amount of the expense in-
curred by the Publishers, because of Author's changes and/or addi-
tions (other than corrections of printer's or Publisher's errors),
in excess of fifteen percent of the original cost of composition,
provided an itemized statement of such charges shall be promptly
forwarded to the Author, and the corrected proofs shall be pre-
sented for the inspection of the Author at the office of the Pub-
lishers upon the Author's request therefor.

6. The Publishers undertake to publish the said work, at
their own expense in such style as they deem best suited to its
sale, at a catalogue ~~retail~~ price of not less than \$2.00
nor more than \$3.00 cloth style, on or before the
1st day of

December 1943, and should the Publishers fail to publish the said work by said date, (time being of the essence of this agreement), all the Publishers' rights under this agreement shall terminate and all rights herein granted to the Publishers shall revert to the Author.

7. The Publishers agree to pay to the Author the following royalties based on the catalogue (retail) price, regular cloth style, for all copies of said work actually sold by them, which shall be construed as not including copies given to the Author, travellers' samples, damaged copies, copies given away for review and copies given away (but not for resale) for the purpose of aiding the sale of the work: nor shall books sold at special discounts of 50% or more from the retail price be subject to royalty based on the retail price, but to a royalty based on sums actually received.

A royalty of ten percent (10%) on the first Twenty-five hundred (2500) copies; a royalty of twelve and a half percent (12½%) on the next twenty-five hundred (2500) copies; and a royalty of fifteen percent (15%) on all copies after five thousand (5000) copies have been sold.

Upon the signing of this contract the Publishers agree to pay to the Author or to his duly authorized representatives Four Hundred dollars as an advance on account of royalties, no part of which shall, in any event, be returnable by the Author to the Publishers, and the Author hereby acknowledges the receipt of said advance; the Publishers furthermore agree to advance an additional sum of \$100.00 upon the completion of the manuscript.

8. The Publishers agree to render, on the first day of May and first day of November in each year, semi-annual statements of account of sales up to the first day of the month preceding said accounting dates, which statements shall be mailed to the last known address of the Author, and if such statements fail to reach the Author, to furnish duplicate statements on request, and to make settlement in cash on the first day of May and the first day of November respectively.

9. In the event of any sales, leases or other disposition of any rights which the Publishers may, under the terms of this agreement, be entitled to make or offer to any third party, then in that event the Author shall be entitled to his share of the monies resulting therefrom within fifteen (15) days after receipt thereof by the Publishers; furthermore, the Author at his option may demand of such third party the payment to the Author direct of the Author's said share and this clause shall be sufficient warrant and authority to such third party for making such payment to the Author.

10. The Publishers agree to present to the Author six 6 free copies of the said work upon publication and to permit the Author to purchase at the lowest trade price further copies for his own personal use.

11. It is understood and agreed that after one year from the date of publication of the work (if it be a work of fiction), or after two years from the date of publication of the work (if it be a work of non-fiction), the Publishers may publish under their own imprint a "cheap" edition of said work and that they shall pay to the Author in consideration for said right fifty percent of the retail price for each copy sold of said edition; and

the Publishers shall also have the right to lease the plates of said work to a regular "cheap" edition publisher and in consideration for this right they shall pay the Author one-half of any amount paid to them by said reprint publisher, such payment to be made to the Author within fifteen (15) days after receipt by the Publishers. The Publishers shall, at the Author's request, exhibit to the Author the cheap edition contract and furnish him with a copy thereof. The Author reserves the right to have and demand directly from the cheap edition publisher, the Author's one-half share of royalty payments on the cheap edition rights as and when they become due. This provision of this clause of this agreement shall be sufficient authority to the cheap edition publisher to account and pay to the Author said Author's share.

12. No changes, additions, or alterations in the title ~~or~~ ~~text~~ of this work shall be made without the written consent of the Author.

13. In case the Publishers fail to keep the said work in print and for sale and after written demand from the Author decline or neglect to reprint the work within six months, and to offer it for sale, or in case after two years from the date of first publication, the said work, in the opinion of the Publishers is no longer merchantable or profitable, and they give three months' notice to the Author of their desire and intention to discontinue publication, the Publishers' rights under this contract shall terminate and all right granted under this agreement shall revert to the Author together with any existing property originally furnished by the Author at his expense. The Publishers shall grant to the Author the right to purchase the plates of the work and any remaining copies or sheets at a price not to exceed ~~thirty~~ ~~percent of the~~ ~~manufacturing~~ ~~cost~~ ~~(including composition)~~ ~~of such plates and~~ ~~fifty~~ percent of the manufacturing cost of such copies or sheets, in default of which purchase the Publishers shall have the right to melt any plates and sell remaining copies at cost or less, without payment of royalty to the Author upon such sales, but such sale shall not transfer the right of publication and sale of the work to any purchaser of the said remaining copies or sheets; but the Publishers' privilege to sell such remaining copies shall expire within six months from the date of said three months' notice and thereupon all remaining copies shall be destroyed.

14. In case of bankruptcy, receivership, assignment for the benefit of creditors, (or liquidation for any cause whatever) of the Publishers, all rights granted herein shall revert to the Author.

15. The Author or his authorized representative shall have the right, upon written request, to examine the books of account of the Publishers in so far as they relate to the said work, which examination shall be at the cost of the Author unless errors of accounting amounting to five percent or more of the total sums paid to the Author shall be found to his disadvantage, in which case the cost shall be paid by the Publishers.

16. All rights, now existent or which may hereafter come into existence, except those hereinbefore, or hereinafter specifically granted to the Publishers, are hereby reserved to the Author, which rights he may exercise at any time.

In the event of the sale of radio broadcasting and mechanical reproduction rights, sold separately from motion picture rights, ~~which are to be handled by the Author's agents,~~ the Publisher shall receive Fifty percent (50%) of the amount received, ~~after the deduction of the agent's commission.~~

24. The Publisher shall receive Fifty percent (50%) of the amount received from the sale of any foreign language rights, ~~after the deduction of the agent's commission.~~

25. The Publisher shall receive Fifty percent (50%) of the amount received from the sale of the first and second serial rights and of the syndicate rights ~~after the deduction of the agent's commission.~~ It is mutually agreed that the first and second serial rights and syndicate rights and/or digest rights ~~shall be handled by the Author's agents aforesaid but~~ shall not be sold without the consent of the Publisher, which consent, however, the Publisher agrees not to unreasonably withhold.

26. The Author agrees to give to the publisher right to use extracts from the book manuscripts as article material in its magazine Tomorrow.

L. M. Savisaw.
Witness

Klaus Mann.
Author

Dorothy Pace
Witness

Frederic J. Garret.
Publisher