

MEMORANDUM OF AGREEMENT

DUPLICATE COPY OF CONTRACT

THIS AGREEMENT, made this first day of April, A.D., 1930 by and between George Roerich of New York City (hereinafter called the PROPRIETOR) and the YALE UNIVERSITY PRESS, a corporation organized and existing under and by virtue of the laws of the State of New York, and having an office and place of business in the City and County of New Haven, and the State of Connecticut, U.S.A., (hereinafter called the PRESS), WITNESSETH, that

WHEREAS, said George Roerich is the ~~Editor~~, Author and Proprietor of a Manuscript now entitled

Central Asia: Five Years of Travel with the Roerich
Central Asian Expedition,

(hereinafter called the WORK) and desires the Yale University Press to publish and market said WORK;

NOW THEREFORE, in consideration of the premises and the sum of one dollar, each in hand paid the one to the other, by each of the parties to this agreement (receipt of which is hereby acknowledged) and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

*Guarantee
of
Ownership*

1. The PROPRIETOR hereby covenants that he is the sole ~~Editor~~, Author and Proprietor of the WORK and has the sole and exclusive right to sell it; that the WORK has not been published ~~except~~

and is not in whole or in part an infringement of any existing copyright, and the PROPRIETOR agrees to indemnify and hold harmless the PRESS from any and all cost, loss and damage whatsoever (including reasonable counsel fees) arising from any claim of infringement of any copyright by the WORK or from any matter contained in the WORK.

*Assignment
of
Publication
Rights
and
Copyright*

2. The PROPRIETOR hereby grants, bargains, sells, conveys, and assigns to the PRESS the exclusive right to print, reprint, publish, reproduce, and sell the WORK throughout the United States, Great Britain and her colonies, including Canada and Australia, and all other countries in which copyright may be secured during the full term of copyright and all renewals thereof; ~~and if copyright is in the name of the PROPRIETOR, ----- further agrees to procure for the PRESS renewal of copyright when called upon to do so;~~ and the PROPRIETOR further agrees in the event of a foreign edition through others than the representatives of the PRESS to give to the PRESS notice in writing of first publication in a foreign country in ample time to enable it to manufacture and publish the WORK simultaneously with such publication, as required by the copyright laws of the United States.

*Secondary
Rights*

3. The PROPRIETOR hereby grants also to the PRESS the following rights: Serial, Translation, Motion Picture.

The net profits from such rights shall be divided as follows: Equally between the Proprietor and the Press.

*Delivery
of
Manuscript*

4. The PROPRIETOR agrees to deliver to the PRESS on or about the _____ day of _____, A.D., 19____, a full and complete typewritten copy of the manuscript of the WORK in form and style acceptable to the PRESS, together with materials from which illustrations can be prepared without redrawing, in case the PRESS should consider it necessary to include illustrations in the WORK. If, in the opinion of the PRESS, the manuscript copy submitted is not in proper form for the printer, the PROPRIETOR further agrees either to do such additional work on the manuscript as may be necessary to correct this condition, or to reimburse the PRESS for any and all expense incurred by it in such revision as the PRESS may deem necessary.

Corrections

5. The PROPRIETOR further agrees to pay to the PRESS for the expense incurred by it because of changes and / or additions (other than the correction of typographical errors) made in and to the text by the PROPRIETOR or his agent, such amount of the cost of such changes and / or additions as shall exceed an amount equal to ten per cent. (10%) of the original cost of composition of the WORK.

*Return
of Proofs*

6. The PROPRIETOR further agrees that all proofs submitted by the PRESS for correction shall be promptly returned to the PRESS with all corrections to be made plainly and legibly indicated; and the PROPRIETOR further agrees to deliver to the PRESS at the time of returning the corrected page proofs of the WORK, full and complete typewritten copy for an index to the WORK, if deemed necessary.

Protection of Sale

7. The PROPRIETOR further agrees that he will not, without the consent of the PRESS, publish any abridged or other edition of the WORK or any book of a similar character tending to interfere with the sale of the WORK covered by this agreement.

Termination of Agreement

8. The PROPRIETOR further agrees that if, after two years from the date of publication, the PRESS shall feel it cannot continue to advantage to sell the WORK, or shall have been requested by the Council's Committee on Publications, of Yale University, to discontinue such sale, the PRESS may terminate this agreement by giving written notice to the PROPRIETOR, and thereupon the PROPRIETOR shall have the right within sixty days to purchase from the PRESS all copies of the WORK on hand at the cost of manufacture as carried in the accounts of the PRESS, and all dies, electrotype plates, and engravings, if any, for the WORK at their cost to the PRESS as shown in the accounts of the PRESS; and in case the PROPRIETOR fails to make such purchase, the PRESS shall have the privilege of disposing of any or all copies of the WORK on hand at any price obtainable therefor, and this agreement shall thereupon cease and determine. On sales thus made and on copies destroyed by fire or other accident at any time, and on damaged or otherwise imperfect copies sold for clearance, no payments shall be made for royalties by the PRESS to the PROPRIETOR.

Securing Copyright

9. The PRESS agrees to use its best efforts to copyright, in its name, the WORK in the United States and to take all steps which may be necessary under the United States Copyright Acts to secure its own rights and those of the PROPRIETOR in the WORK.

Publication and Sale

10. The PRESS further agrees to publish and market the WORK at its own expense, except as provided in Section 5 of this agreement, in such style as the PRESS shall determine in accordance with its established practice and standards and in such manner (including title, price, date of publication, form and kind of advertising, number and distribution of free copies) as it shall deem expedient, taking into consideration in so far as possible the wishes of the PROPRIETOR. It is mutually agreed that the PRESS shall have all proceeds from the sale of the WORK, except the percentages or royalties hereinafter provided to be paid to the PROPRIETOR by the PRESS.

Reports of Sales and Royalty Payments

11. (a) The PRESS further agrees to render to the PROPRIETOR on or before the last day of March of each year statements of the number of copies of the WORK sold during the year ending on the thirty-first day of December preceding.

(b) At the time of the rendering of such statements the PRESS further agrees to pay to the PROPRIETOR, or to his duly appointed agent, on all such copies sold in the United States and subject to royalty, (except those specified in Section 11 (c) of this agreement) ^{and in Section 19} a royalty of ~~ten~~ **ten** per cent. (10 %) of the published retail list price, up to ~~twenty-five hundred (2,500) copies; twelve and one-half per cent. (12 1/2%)~~ **twenty-five hundred (2,500) copies; twelve and one-half per cent. (12 1/2%)** on the second twenty-five hundred (2,500) copies; and ~~fifteen per cent. (15%)~~ **fifteen per cent. (15%)** thereafter.

(c) And on copies sold, subject to royalty, by the PRESS outside of the United States, and on copies sold, subject to royalty, by the PRESS within the United States at a discount of fifty per cent. (50%) or more from the published retail list price in order to secure special sales in quantity, the PRESS further agrees to pay to the PROPRIETOR, or to his duly appointed agent, on or before the last day of March of each year, royalty at one-half the rate specified in Section 11 (b) of this agreement.

(d) It is mutually agreed that the PRESS shall not be required to make payments of royalties amounting to less than One Dollar (\$1.00); but that such amounts shall accrue to the credit of the PROPRIETOR in the accounts of the PRESS.

Proprietor's Copies

12. The PRESS further agrees to give to the PROPRIETOR on publication ~~ten~~ **ten (10)** copies of the WORK on which no royalty shall be paid, and the PROPRIETOR shall have the right to purchase additional copies for personal use, but not for sale, at a discount of twenty-five per cent. (25%) from the published retail list price.

Insurance

13. It is mutually agreed that the PRESS shall not be an insurer of the manuscript, drawings, plates, or other articles, if any, used in connection with the publication of the WORK, but shall be liable only for gross negligence in the care thereof.

Reprint Editions

14. It is mutually agreed that the PRESS shall have the option, at such time as may seem best in its judgment, to arrange for any special or cheaper plate rental editions and that the PROPRIETOR's share of the price obtained shall be as follows: **Fifty per cent. (50%)**.

Reprinting Selections

15. It is further mutually agreed that the PRESS may publish or permit others to publish, without compensation, such selections from the WORK as it may think proper in the interest of the WORK.

*Foreign
Copyright
and Editions
Assignment
of Agreement*

16. The PRESS gives no guarantee of securing copyright outside of the United States and does not bind itself to issue special foreign editions or to sell serial, translation, dramatic, or motion picture rights.

*Duration of
Agreement*

17. This contract may be assigned by either party but only as a whole and no part of its respective interests shall be assigned by either party. No assignment shall be valid unless and until due notice and evidence thereof shall be given in writing to the other party.

18. THIS AGREEMENT shall be binding on the parties hereto, their heirs, executors, administrators, successors, or assigns, and shall continue during the life of the original copyright of the WORK, of the copyright of all revisions or abridgments, and of all renewals thereof, subject, however, to the provisions hereinabove set forth for the possible earlier termination of this agreement.

19. It is understood that should the Press issue a special limited or subscribers' edition of the Work mentioned, the first copy thereof shall be given to the Proprietor; and the Proprietor shall be entitled to a royalty of five per cent. (5%) of the published retail list price on all copies of the said subscribers' or limited edition sold in the United States and a royalty of one-half that rate on copies of the limited edition sold abroad.

IN WITNESS WHEREOF, said **George Roerich** has hereunto set **his** hand and seal, and the *YALE UNIVERSITY PRESS* has caused its name to be hereunto subscribed and its corporate seal hereto affixed by **George Parmly Day**, its **President**, hereunto duly authorized, and to a duplicate hereof of the same tenor and date, the day and year first above written.

*Signed, sealed and
delivered in the
presence of:*

PROPRIETOR,
GEORGE ROERICH

[Seal]

DUPLICATE COPY

YALE UNIVERSITY PRESS,

By **GEO. PARMLY DAY**
President.

[Corporate Seal]