

This Agreement made the 29th day of March 1962

between Dr. Obaid Siddiqi of Abrar Manzil, Z.A. Road, Aligarh, U.P., India.

(Business: Zoology Laboratory, Univ. of Penna., Philadelphia 4, Penna.)

(hereinafter called "the Author") party of the first part, and THE MACMILLAN COMPANY of the City of New York, (hereinafter called "the Company") party of the second part.

In consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Author hereby grants, assigns and transfers to the Company a work the subject or title of which is MOLECULAR GENETICS, (exact title to be determined) and to be illustrated (the originals of all illustrations to remain the property of the Author),

together with all translations and abridgements thereof and selections therefrom and the sole right to make the same, with exclusive power and authority to take out copyright on said work and renewals thereof in the name of the Company of the Author, and to print, publish and sell said work during the term or terms of such copyright and the renewals thereof in all languages. The Author guarantees that he is the sole owner of said work and has full power and authority to copyright the same and to make this contract; that said work does not infringe any copyright nor violate any property rights, nor contain any scandalous or libelous matter; and that the Author will defend, indemnify and hold harmless the Company against all claims, demands, suits, loss, costs, damages and expenses that the Company may sustain or incur by reason of any scandalous or libelous matter contained or alleged to be contained in said work, or any infringement or violation, or alleged infringement or violation by said work of any copyright or property right.

2. The Company agrees to print and publish said work at its own expense in such style as it deems best suited to the sale of the work and to pay to the Author Ten (10%) per cent. on the retail or introduction or exchange price of each copy of said work by it sold. The royalty provided for as above shall be payable on the retail price except in those cases where a special introduction or exchange price is made, in which cases the royalty shall be payable on such introduction or exchange price. The Company shall render annual statements of account to the Author in the month of July and shall make settlement in cash for the balance shown four months after the date of each statement.

3. The Company may publish, or permit others to publish, such selections from said work as in its judgment will benefit its sale, without compensation to the Author, unless the Company receives compensation, in which case the proceeds will be divided equally between the Company and the Author.

And see Sections 11, 12, 15, 16

4. If the Author shall make or cause to be made any alterations in type, plates or otherwise in the work after delivery of copy to the Company, which shall exceed ten per cent. of the cost of original composition and plates, the expense of such alteration in excess of ten per cent. of the cost of original composition and plates shall be borne by the Author. Any index of said work that shall be required shall be furnished by the Author or at the Author's expense.

5. The Author agrees not to use during the existence of this contract the subject of said work as a basis of another work intended for students of the same grade, without the consent of the Company.

6. If the plates or type forms of said work shall be destroyed or rendered valueless by fire or otherwise, the Company shall have the option of reproducing them or not, and if it declines to do so, then after the sale of all copies remaining on hand, it shall upon request reconvey ~~the copyright and~~ all rights herein granted, to the Author, and this contract shall terminate.

7. This contract may be assigned by either party as a whole, and the assignee thereof shall have all the rights and remedies of the original parties, but neither party shall have the right to assign any part interest therein.

8. Six copies of the complete work will be furnished on publication to the Author without charge.

9. If at any time after two years from the date of first publication of said work under this contract the Company shall determine that the public demand does not justify its continued publication or if changes in conditions shall in the Company's judgment make the continued publication of the work unprofitable, the Company shall have the right to cancel this contract on sixty days written notice to the Author, such notice to be given by personal service upon the Author, or by mail, registered or otherwise, addressed to the Author's last known post-office address. In the event of such cancellation, the Author shall have the right, at any time within sixty days after cancellation, to take over from the Company the plates (if plates were made and have not been melted) of said work and any original engravings ~~or illustrations~~ therefor at one-fourth cost, and all copies of said work then on hand at cost. If the Author shall not take over the said plates, engravings, ~~illustrations~~ and copies of said work and pay for the same within sixty days, the Company shall have the right to destroy said plates and sell all copies then on hand at such prices as it can obtain. ~~The copyright in said work shall the copy over to the Author and the Company shall upon request execute the necessary assignment thereof.~~ If at any time after two years from said publication the Company shall have on hand a larger stock of said work than it deems justified by the current demand and rate of sales, it shall have the right to sell off such surplus stock at any price that it can obtain. No royalties shall be paid on copies of said work sold under the provisions of this paragraph unless the price obtained shall exceed the cost of manufacture, in which case the royalty shall be computed on the price so obtained.

10. The provisions of this contract shall apply to and bind the executors, administrators, successors and assigns of the respective parties.

11. After the sale of five thousand (5,000) copies of the said work the Company agrees to increase the royalty provided for in Section 2 to fifteen per cent. (15%) on all further copies by it sold.

12. In case the work shall be sold in the export market (including territories, possessions, dependencies and trusteeships of the United States of America) the royalty payable to the Author on such sales shall be fifteen per cent. (15%) of the actual cash received by the Company.

13. The Author agrees that the Company may license foreign publishers to manufacture editions abroad either in English or in foreign languages, and the Company agrees that it share equally with the Author the net proceeds derived from such arrangements.

14. The Company shall have the right to reproduce the work by electronic reproduction (including, but not limited to, television and radio), microfilm or other photographic process, in whole or in part, and to authorize others to do so. If it is so reproduced by the Company for profit the amount payable to the Author shall be determined by mutual agreement. If it is so reproduced for profit by a licensee of the Company the net proceeds from the licensing of such rights shall be divided equally between the Company and the Author. It is agreed, however, that the Company may so reproduce the work or permit others to do so, without profit, and without compensation to the Author, if in the judgement of the Company it will benefit the sale of the work.

15. The Company agrees to pay the Author, as an advance on account of the royalty and other sums payable to the Author as provided for in Sections 2, 11, 12, 13 and 14, the sum of One Thousand Dollars (\$1,000) as follows: Five Hundred Dollars (\$500) on his request at any time after the signing of this agreement, and Five Hundred Dollars (\$500) on publication of the said work.

16. The Company agrees to render a semi-annual statement in the month of January in each year showing royalty and other sums payable to the Author, accompanying such statement with remittance shown thereby as due under the terms of Sections 2, 11, 12, 13, 14 and 15. It is understood and agreed, however, that such semi-annual statement is tentative and is subject to correction at the time of the annual accounting in July as provided for in Section 2. In the event that the amount shall be less than \$10.00, no statement or payment shall be rendered in January.

17. The Author agrees to make certain before sending in copy for the said work to the Company that the material included therein, together with such illustrations as may be used, is out of copyright, or to secure from the publishers or owners of such material permission for the use of any copyright matter that may be included in the said work, and the costs, if any, of securing such permissions shall be at the Author's expense.

18. The Author agrees to make the manuscript of the said work satisfactory to the Company before it is sent to the printers.

19. In the event that the Company shall be delayed or prevented from publishing the work because of government restrictions, labor disputes, shortages of materials, or any other similar or dissimilar reason beyond the control of the Company or its suppliers, such delay or failure to publish shall not be deemed a breach of this agreement.

THE MACMILLAN COMPANY

W. C. Wright

VICE-PRESIDENT

published shall not be deemed a breach of this agreement.

the control of the Company or its publishers, such delay or failure to
shortages of materials, or any other similar or dissimilar reason beyond
publishing the work because of government restrictions, labor disputes,

12. In the event that the Company shall be delayed or prevented from
factory to the Company before it is sent to the printers.

13. The Author agrees to make the manuscript of the said work avail-
any, of securing reproductions shall be at the Author's expense.

copyright matter that may be included in the said work, and the cost, in
the publishers or owners of such material permission for the use of any
such illustrations as may be used, is out of copyright, or he secures from
said work to the Company that the material included therein, together with

17. The Author agrees to make certain before sending in copy for the
statement or payment shall be rendered in January.

Section 3. In the event that the amount shall be less than \$10.00, no
exception at the time of the annual accounting in July as provided for in
however, that such semi-annual statements in January and is subject to
terms of Sections 5, 11, 12, 13, 14 and 15. It is understood and agreed,
of January in each year appearing royalty and other sums payable to the Author,

16. The Company agrees to render a semi-annual statement in the month
of the said work.

the signing of this agreement shall be deemed to be the signing of the
as follows: Fifteen hundred dollars (\$1500) on his request at any time after
Sections 5, 11, 12, 13, 14 and 15. It is understood and agreed that the sum of one thousand dollars (\$1,000)

Agreement

BETWEEN

Obaid Siddiqi

AND

The Macmillan Company

FOR THE PUBLICATION OF

MOLECULAR GENETICS (exact title to
be determined)

March 29, 19 62

14. The Company shall have the right to reproduce the work by elec-
derived from such arrangements.

and the Company agrees that it share equally with the Author the net proceeds
to manufacture editions thereof either in English or in foreign languages,
13. The Author agrees that the Company may license foreign publishers
be fifteen per cent. (15%) of the actual cash received by the Company.

12. In case the work shall be sold in the agent's market (including
countries, possessions, dependencies and territories of the United
States of America) the royalty payable to the Author on such sales shall

11. After the sale of five thousand (5,000) copies of the said work
the Company agrees to increase the royalty provided for in Section 3 to