

Memorandum of Agreement

made the ~~Twenty-fourth~~ day of June, 1970

between **ROBIN BOYD**

of **290 Walsh Street, South Yarra**

in the State of **Victoria**

of the first part (hereinafter called "the Author" which term shall include his Executors Administrators and Assigns) and PERGAMON PRESS (AUSTRALIA) PTY. LIMITED of Sydney in the State of New South Wales of the second part (hereinafter called "the Publishers" which term shall include its Successors and Assigns) WHEREAS the said

ROBIN BOYD

agrees to write/has written a literary work at present entitled
LIVING IN AUSTRALIA

Description
of Work

consisting of ~~One hundred and forty-eight (148)~~ pages

Sixty (160)

(hereinafter referred to as "the Work", which terms shall mean and include the first and all subsequent editions thereof including matter that may be added in any new edition) NOW IT IS HEREBY AGREED AND DECLARED between the Author and the Publishers as follows:

Rights
Granted

1. In consideration of the payments hereinafter mentioned the Author grants to the Publishers during the legal term of copyright the right to print, publish and sell the Work in volume form in the English language and to license others to do so. This right shall be a sole and exclusive right throughout **the English-speaking world.**

Warranty

2. The Author warrants to the Publishers that the Work does not infringe any existing copyright, that he is the sole owner of all the rights licensed to the Publishers herein, and that the Work contains nothing which is defamatory, and the Author hereby agrees to indemnify the Publishers against any loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the Publishers in consequence of any breach by the Author (unknown to the Publishers) of this warranty.

Competing
Work

3. So long as this Agreement remains in force the Author shall not grant any interest in the copyright in the Work by way of license to print and/or publish the Work or any abridgment thereof or any substantial part thereof anywhere throughout the territories covered in Clause 1 hereof without the consent in writing of the Publishers.

Delivery of
Typescript

4. The Author undertakes to deliver one copy of the complete typescript of the Work in form and content satisfactory to the Publishers by **mid-July 1970 together with illustrations**

Should the Author neglect to deliver such typescript by the prescribed date (except through circumstances beyond his control) the Publishers may terminate this Agreement by giving notice in writing and shall thereupon be entitled to recover any and all amounts that may have been advanced to the Author hereunder.

Illustrations	5. The Author shall supply to the Publishers at his own expense and in a form suitable for reproduction all photographs, pictures, diagrams, maps or other material to illustrate the Work.
Copyright Clearances	6. Should the Author incorporate into the Work any material, whether textual matter or illustrations, of which the copyright is not his own he shall at his own expense obtain from the owners of the respective copyrights written permission to reproduce such material in the Work.
Index	7. An index in a form acceptable to the Publishers shall be supplied by the Author or at the Author's expense.
Publication	8. Unless prevented by circumstances beyond their control, the Publishers shall publish the Work within nine (9) months of receiving the complete typescript and all other relevant material (except index) and provided that in the case of a factual educational scientific work the Work conforms in style and content to the standards applicable to its particular field. Such copies and editions of the Work as the Publishers may print or cause to be printed or publish or cause to be published shall be at the sole risk and expense of the Publishers (except as herein otherwise provided) and any such copies or editions shall be in such form or forms and at such price or prices as the Publishers may think fit. The whole of the details as to form, quantity and manner of the production, publication and advertisement of the Work shall be at the sole discretion of the Publishers.
Proofs	9. The Author undertakes to read, check and return promptly to the Publishers all proofs of the Work and to bear the amount, if any, by which the cost of the Author's alterations to such proofs, other than printer's errors, exceeds fifteen percent (15%) of the cost of setting the Work in type. A statement of such charges shall be forwarded to the Author within thirty (30) days of the receipt by the Publishers of the printer's bill, and the corrected proofs shall be presented on request for the Author's inspection.
Royalties Payable	<p>10. The Publishers shall pay to the Author the following royalties or fees in respect of volume or sheet sales of the Work in the English language during the legal term of copyright.</p> <p>(a) On copies of the Publishers' edition sold at discounts of less than fifty per cent (50%): 5% (five per cent) on the first five thousand (5,000) copies; 6½% (six and a half per cent) thereafter.</p> <p>(b) On copies of the Publishers' edition sold in countries other than Australia and New Zealand at special discounts of fifty per cent (50%) or more: five 5% per cent (.....) of the Publishers' receipts.</p> <p>(c) On copies sold of any cheaper edition or editions issued by the Publishers: five per cent (5%) (.....):</p> <p>(d) On all royalties received by the Publishers on account of an edition or editions published by other parties under licence from the Publishers: forty 40% per cent (.....) of the Publishers' receipts for hardbound editions and thirty 30% per cent (.....) of the Publishers' receipts for paperback editions.</p> <p>(e) On copies sold in sheet or bound form to a recognised book club: per cent (.....) of the Publishers' receipts.</p> <p>(f) On any edition printed by a recognised book club under licence from the Publishers on a royalty basis: per cent (.....) of the Publishers' receipts.</p> <p>(g) On copies of the residue of any edition which the Publishers, after eighteen (18) months from first publication, deem it expedient to sell as a remainder, a royalty of five 5% per cent (.....) provided that this price be more than the cost of manufacture. The Author shall be given the option for thirty (30) days of purchasing such copies at the remainder price.</p>

Such royalties are to be payable yearly within three (3) months after the last day of December in each and every year while this Agreement shall remain in force.

**Small
Reprintings**

11. The royalties included under (a) and (b) of Clause 10 shall be subject to a reduction by mutual agreement if, in order to keep the Work in print and circulation as long as possible, the Publishers undertake a small reprinting which they could not, by reason of its size and the prevailing costs of manufacture, undertake on the above royalty terms.

**Other Rights
Granted**

12. The Author hereby grants the Publishers the sole rights during the currency of this Agreement to negotiate the undermentioned rights in the Work in consideration of the payment to the Author of the following percentages of the Publishers' receipts:

- (a) The right to reproduce extracts from the Work (including any maps, plans or other illustrations provided by the Author) in books, periodicals and elsewhere: eighty per cent (80%)
- (b) Digest rights (i.e. the right to publish an abridgment of the Work in a single issue of a periodical or newspaper) and book condensation rights (i.e. the right to publish a shortened form of the Work in volume form): fifty per cent (50%)
- (c) Second and subsequent serial rights (i.e. the rights to publish extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form): seventy-five per cent (75%)
- (d) Single issue rights (sometimes known as "one-shot" periodical or newspaper rights), i.e. the right to publish the complete Work in a single issue of a periodical or newspaper: fifty per cent (50%)
- (e) The right to produce or reproduce the Work or any part thereof by offset lithography, film micrography, xerography or by gramophone records or by the means of any other contrivance whether by sight or sound or a combination of both, except in so far as reproduction is for use as part of or in conjunction with a commercial cinematograph film: fifty per cent (50%)
- (f) Strip Cartoon rights (sometimes called Picturisation Book rights): fifty per cent (50%)

**Rights Jointly
Controlled**

13. The following rights in the Work shall be controlled jointly by the Publishers and the Author and shall not be licensed without the consent of both parties, and in the event of their being licensed the Author shall receive the following percentages of the net proceeds:

- (a) First Serial rights (i.e. the right to publish extracts from the Work in successive issues of a periodical or newspaper prior to publication in volume form): ninety per cent (90%)
- (b) Dramatic and Film rights: ninety per cent (90%)
- (c) Television Broadcasting (but not dramatisation) rights: seventy-five per cent (75%)
- (d) Sound Broadcasting rights: seventy-five per cent (75%)
- (e) Translation rights: eighty per cent (80%)

**Use of Work
for
Handicapped
Persons**

14. The Publishers shall be entitled to authorise free of charge the recording of the Work in Braille and/or large print or as a Talking Book for the use of the blind and/or the microfilming of the Work for the use of handicapped persons, such permission to be given only for the use of the material on a non-commercial basis.

**Rights
Reserved**

15. All rights not specifically granted herein to the Publishers shall be reserved to the Author for his use at any time, and the Author shall notify the Publishers promptly of the disposal of any such rights.

**Author's
Copies**

16. The Author shall receive six (6) copies of the Work free of charge on publication, and no royalty shall be payable on these copies. The Author shall also have the right to purchase at the ordinary trade price such further copies as he may require for personal use or for resale at not less than the retail published price.

**Review
Copies**

17. No royalty shall be payable on books which may at any time be misbound, lost, destroyed or damaged by fire, water or from any other cause or on any books which were made available to the Author, reviewers or any other persons free of charge in the interest of the said Work.

Revision

18. Except where the Work is a work of fiction, the Publishers shall at no time during the continuance of this Agreement issue a reprinting without giving the Author the opportunity to revise or add new matter to the Work in order to bring it up to date, and any such revision or addition of new matter shall be made without charge to the Publishers. If the Publishers should deem such revision or addition of new matter necessary and the Author should neglect or be unable by reason of death or otherwise to carry out such revision or add such new material, then the Publishers may engage some other person to revise the Work or add such new material and may deduct the expense thereof from the royalties payable to the Author.

Termination

19. If the work shall become out of print and not be available in any edition issued by the Publishers or authorised by them the Author may give six (6) months' notice in writing to the Publishers to reissue or reprint the Work. In the event of the Publishers' failure to comply with such notice other than through circumstances beyond their control all the Publishers' rights in the Work (but not those deriving from Clause 21 hereof) shall upon expiration of the said notice determine but without prejudice to anything which shall previously have been lawfully done by the Publishers under the authority of this Agreement.

20. If the Publishers at any time by themselves or anyone acting on their behalf should wilfully fail to fulfil or comply with any of the conditions accepted by them in this Agreement within one month after written notification from the Author of such failure, or should the Publishers go into liquidation, other than voluntary liquidation for purposes of reconstruction, this Agreement shall thereupon determine and the Author shall be free to license any other person to print and publish the Work, notwithstanding anything which shall previously have been lawfully done by the Publishers under the authority of this Agreement and without prejudice to the Author's right to obtain any sums due to the Author from the Publishers or to claim damages in respect of any such breach.

Option

21. The Author agrees to give to the Publishers the first offer of his next book-length work on terms to be mutually agreed, such terms to be fair and reasonable. The Publishers shall give their decision within six (6) weeks of delivery of the manuscript of such work. This clause shall not be binding upon the Author if the Publishers should merge with another or be bought by another subsequent to the signing of this Agreement.

**Breach of
Copyright**

22. If during the life of this Agreement the Publishers shall believe that the copyright or some proprietary right to the Work is being infringed or injured by the act of another, the Publishers shall give written notice to the Author. If, after conference, the Publishers and the Author shall proceed jointly, then the costs and recovery arising out of any prosecution shall be shared equally. If no agreement is reached for joint action, either party may proceed as he shall see fit, bearing all costs incidental thereto and enjoying all of the benefits arising therefrom. If one party shall decline to proceed, he shall, upon being indemnified against all costs connected with said proceeding, execute all instruments necessary or convenient to permit the other party to proceed at his own cost, and for his own benefit, either in his own name or in their joint names as the law may require.

**Inspection of
Accounts**

23. The Author or his authorised representative shall have the right, upon written request, to examine the books of account of the Publishers insofar as they relate to the sales of the Work, which examination shall be at the cost of the Author unless errors of accounting amounting to five per cent (5%) 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.

**Law
Applicable**

24. The parties hereto further agree that the law applicable to this Agreement shall be the law in force in New South Wales for the time being unless otherwise expressly agreed or declared. If any difference shall arise between the Author and the Publisher in relation to the interpretation of or in any way touching the meaning of this Agreement or the rights or liabilities of the parties hereto the same shall be referred to the arbitration of two persons (one to be named by

each party) or their umpire in accordance with the Arbitration Act or other law statute ordinance regulation or legislation applicable to such arbitration in force for the time being in New South Wales.

Special Clauses

25.

AS WITNESS the hands of the parties on the day and year first hereinbefore written.

Signed at

by **ROBIN BOYD**

in the presence of

.....
Witness

Robin Boyd

Signed at Sydney for and on behalf of
PERGAMON PRESS (AUSTRALIA) PTY. LIMITED

by **ANDREW FABINYI**

in the presence of

.....
Witness

Andrew Fabinyi

Laurie