

JOHN WILEY & SONS, INC.

0099-1

Agreement made this 17th day of December 19 85

Between William B. Fischer of Portland, Oregon
and Peter N. Richardson of McMinnville, Oregon
and
and

hereinafter referred to individually as the Author and collectively as the Authors, and John Wiley & Sons, Inc., 605 Third Avenue, New York, New York 10016, hereinafter referred to as the Publisher, with respect to a joint Work to be prepared by the Authors with the intention that their contributions be merged into a unitary whole, tentatively titled

FIRST-YEAR GERMAN

The Authors and the Publisher agree to collaborate in the preparation of the Work and to undertake and carry out their respective responsibilities as herein provided.

Article 1 relating to the transfer of copyright shall apply to any instructional aids or other supplementary material prepared by the Authors, but no royalties shall be paid with respect to such aids or material unless otherwise agreed to in writing by the Publisher.

1 PUBLICATION RIGHTS. Subject to the terms and conditions contained herein, the Authors hereby transfer to the Publisher during the full term of copyright and all extensions thereof the full and exclusive rights comprised in the copyright in the Work and all revisions thereof (hereinafter called the "Work") including but not limited to the right, by itself or with others, throughout the world, to publish, republish, and distribute the Work and to prepare, publish, and distribute derivative works based thereon, in English and in other languages, in all media of expression now known or later developed, and to license or permit others to do so.

The Authors shall promptly correct and return proofs delivered to them for that purpose and shall prepare indexes for the Work. If Author's Alterations are made to the proofs, the costs incurred as a result thereof shall be borne by the Publisher to the extent of 15% of the cost of typesetting the proofs originally submitted to the Authors, and the excess, if any, shall be charged against royalties payable to the Authors. Author's Alterations are defined as deletions, additions, and other revisions made by the Author to the proofs, including any revisions made in the illustrations, except for compositor's and illustrator's errors.

If the Authors do not submit the manuscript on or before the due date, unless the time for submission has been extended in writing by the Publisher, the Publisher may terminate this agreement by giving written notice to the Authors.

2 MANUSCRIPT. The Authors agree to prepare and submit the final manuscript of the Work including the illustrative material, which will convert to approximately 350 printed pages, not later than February 15, 1987 the due date. The Authors' final manuscript shall be in double-spaced typescript or its equivalent, satisfactory to the Publisher in organization, form, content, and style, and accompanied by appropriate illustrative material, table of contents, and instructional aids. The provisions of

In the event an Author notifies the Publisher of a disagreement among the Authors that precludes the timely submission of the manuscript, the Publisher in its sole discretion may elect by notice to terminate this agreement with respect to all the Authors, or alternatively, to terminate this agreement with respect to one or more of the Authors and continue the agreement in effect with respect to the other Author or Authors or to enter into a new agreement with respect to the Work with the other Author or Authors and one or more other persons.

what % of types sold w/ book

**3 PUBLICATION.** Subject to the terms and conditions contained herein the Publisher at its own expense shall (a) diligently proceed to publish and promote the sale of the Work in the English language in such manner and at such prices as it deems appropriate, and (b) make any and all other arrangements it deems appropriate with respect to the Work and the rights thereto herein granted to it.

**4 COPYRIGHT NOTICE AND REGISTRATION.** The Publisher shall print in each copy of the Work published by it a notice of copyright in its name sufficient to meet the requirements of Chapter 4 of the United States Copyright Law and to secure protection under the Universal Copyright Convention. The Publisher shall require a similar notice of copyright to be printed in each copy of the Work published by a licensee. Copyright shall be promptly registered by the Publisher in the United States Copyright Office in its own name and at its own expense.

**5 ROYALTIES.** The Authors shall receive the following royalties:

- From the sales by the Publisher of the regular edition of the Work in the United States, its territories, and the Commonwealth of Puerto Rico:

15% of the Publisher's receipts from the sale of the regular edition.

*later negotiation on software*

12%

- 10% of the Publisher's dollar receipts from its sales of the regular edition *elsewhere*.
- 7% of the Publisher's dollar receipts from its sales of any edition of the Work to elementary and secondary schools.
- 10% of the Publisher's dollar receipts from its sales of reprint editions, which are defined as editions published in less expensive form than the regular edition.
- Where the regular edition of the Work is in soft cover, and the Publisher also publishes a limited cloth edition, 10% of the Publisher's dollar receipts from its sales of the cloth edition.
- 10% of the Publisher's dollar receipts from its sales of condensations, adaptations, and other derivative works (other than revisions) published by it and from its sales and rentals of filmstrips, slides, transparencies, tapes, records, microform, and similar media uses of the Work (other than media uses for

promotional purposes sold at or below cost, on which no royalty shall be due).

- 5% of the Publisher's dollar receipts from sales of the regular edition directly to the consumer through Publisher-owned book clubs and sales resulting from mail order campaigns and solicitation by radio and television.

- 5% of the Publisher's dollar receipts from sales of the regular edition sold in bulk quantity, at special discounts, for premiums and other special sales incentives, to professional groups and industry.

- 50% of the Publisher's dollar receipts, if any, in excess of manufacturing costs from remainder sales.

- 50% of the Publisher's dollar receipts as fees or royalties from rights transferred to others including, without limitation, translation rights, permissions, computer input and printout rights, and rights granted to book clubs and other publishers to publish and distribute the Work.

Fees received for the use of artwork, plates, negatives, type, tape, and other property of the Publisher shall belong to the Publisher.

The royalties accruing to the Authors hereunder shall be divided as follows:

50% - William B. Fischer

50% - Peter N. Richardson

**6 PAYMENT AND ACCOUNTING.** Payments to the Authors shall be made semiannually on or before April 30th and October 31st of each year for royalties due for the preceding half-year ending February 28/29th and August 31st respectively and shall be accompanied by an appropriate Statement of Account. The Publisher may take credit for returns previously accounted for. If the balance due an Author for any royalty period is less than \$10, the Publisher will make no accounting payment until the next royalty period at the end of which the cumulative balance has reached \$10.

**7 AUTHORS' COPIES.** Upon publication the Publisher shall furnish to each Author without charge a total of 10 copies of the published Work. Each Author may purchase for personal use additional copies of the Work and other publications of the Publisher except journals at a discount of 25% from the United States catalog list price.

**8 RELATED AND COMPETING WORKS.** An Author, without the Publisher's prior written consent, shall not nor shall he or she permit anyone else to pub-

lish or otherwise reproduce or communicate in any media now known or later developed any portion of the Work or of any other version, revision, or other derivative work based thereon. An Author may, however, draw on and refer to material contained in the Work in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings.

An Author, without the Publisher's prior written consent, shall not prepare or assist in the preparation of any other work that might in the Publisher's judgment interfere with or injure the sale of the Work.

**9 REVISED EDITIONS.** If the Publisher determines that a revision of the Work is desirable, it shall request the Authors to prepare the revision and the Authors shall advise the Publisher within 90 days whether they will do so. If the Authors advise the Publisher that they will prepare the revision, they shall diligently proceed with it, keep the Publisher advised of their progress, and deliver the complete manuscript to the Publisher with reasonable promptness.

If none of the Authors advises the Publisher within such 90-day period that he or she is willing to participate in the preparation of the revision, or if all of the Authors have died or become disabled, or if the Authors do not diligently proceed with the revision, or if a complete manuscript of the revised Work acceptable to the Publisher in organization, form, content, and style is not submitted to the Publisher with reasonable promptness, the Publisher shall have the right to arrange with third parties for the preparation of the revision.

If one or more of the Authors fails to advise the Publisher within such 90-day period that he or she is willing to participate in the preparation of the revision or has died or become disabled, the Publisher shall have the right to arrange with the other Author or Authors (either alone or with third parties) to prepare the revision. If the Authors are unwilling to prepare the revision collectively or are unable to agree among themselves within such 90-day period on the manner in which the revision is to be prepared, the Publisher may select one or more of the Authors (together with, if the Publisher so elects, one or more third parties) to prepare the revision.

In any case in which an Author does not participate in a revision, such Author shall receive with respect to the first such revision 50% of the royalties that such Author would have been entitled to if he or she had participated in the revision and 25% of such amount with respect to the next subsequent revision. No royalties shall be paid to such Author with respect to any further revisions. The revised editions may be published under the same title and may refer to the Authors by name, but credit may be given to the reviser or revisers in the revised edition and in advertising and promotional material with respect thereto. The provisions of

this agreement, including royalty terms (except as otherwise provided in this Article 9) shall apply to each successive revised edition as though it were a separate work.

**10 REMAINDER SALES.** When the Publisher determines that the demand for the Work is not sufficient to warrant its continued manufacture and sale, the Publisher may discontinue maintaining an inventory of the Work and may remainder all bound copies and sheet stock subject to the royalty provisions of Article 5.

**11 REVERSION OF RIGHTS TO AUTHORS.** If the Publisher discontinues maintaining an inventory of the Work and the Work is not otherwise available for purchase, then any Author may request the Publisher to reprint the Work or to otherwise make it available for purchase. The Publisher shall have six months after receipt of such request to reprint the Work, to contract for its reprinting within a reasonable time, or to otherwise make it available for purchase. If the Publisher fails to do so, all rights herein transferred to the Publisher shall at the end of the six-month period revert to the Authors, subject, however, to any option, license, or contract theretofore granted by the Publisher, and to the Publisher's right to its contractual share of the proceeds therefrom, and further subject to the right of the Publisher to continue to publish and sell any derivative work based on the Work or to continue any computer or other media use of the Work that is then being offered for sale or rental by the Publisher, subject to the royalty provisions provided herein. The Work shall be deemed to be in inventory or available for purchase if any English language edition of the Work is on sale or under option or contract for publication under the Publisher's or any other imprint or if the Publisher or its licensee offers for sale copies of the Work to be produced or manufactured upon receipt of orders therefor.

**12 ARTWORK.** All artwork (except line drawings, charts, diagrams, and similar illustrations prepared by the Authors at their expense and submitted in essentially finished form) shall be and remain the property of the Publisher and may be used by the Publisher in any other work. \*

**13 WARRANTY.** The Authors jointly and severally warrant that (a) the Work is original on the Authors' part except for such excerpts and illustrations from copyrighted works as may be included with the written permission of the copyright owners, to be obtained by the Authors at their expense (on a form approved by the Publisher for this Work), such permission to be submitted to the Publisher with the final manuscript; (b) the Work has not been previously published; (c) the Authors own and have the right to convey all the rights herein conveyed to the Publisher; and (d) the Work contains no libelous or unlawful statements, contains no instructions that may cause harm or injury and does

not infringe upon or violate any copyright, trademark, or other right or the privacy of others. The Authors jointly and severally agree to indemnify the Publisher against liability and expense, including reasonable counsel fees, arising from or out of any breach of these warranties. In the event of any claim, action, or proceeding against the Publisher based upon allegations that if true would constitute a breach of any of the foregoing representations and warranties, the Publisher shall have the right to defend any such claim, action, or proceeding through counsel of its own choice, to make the Authors parties to such action or proceeding, and to withhold payments due the Authors under this or any other agreement until the matter is finally determined.

**14** INFRINGEMENT. If the copyright in the Work or in any derivative work based thereon is infringed, the Publisher shall have the right, but shall not be obligated, to prosecute an action for infringement in such manner as it deems appropriate. If the Publisher prosecutes such an action, it shall recoup the expense incurred by it from any recovery, and the balance of proceeds, if any, shall be divided 50% to the Authors (to be divided among them as provided in Article 5) and 50% to the Publisher. If the Publisher declines to prosecute such an action after a request to do so by the Authors, the Authors at their expense shall have the right to

prosecute an action, and any recovery shall belong solely to the Authors. Each of the parties hereto shall cooperate with the other in any such action.

**15** ARBITRATION. All differences or disputes arising out of or in connection with this agreement or the breach thereof shall be settled by arbitration in New York City in accordance with the rules of the American Arbitration Association then obtaining, and judgment upon the award may be entered in any court having jurisdiction thereof.

**16** GENERAL. This agreement is personal to the Authors and the rights hereunder granted to the Authors are not assignable nor may the obligations imposed be delegated without the prior written consent of the Publisher. Except as provided in the preceding sentence, this agreement shall inure to the benefit of the heirs, executors, administrators, and assigns of the Authors and the subsidiaries, successors, and assigns of the Publisher. This agreement shall not be subject to change or modification in whole or in part, except by a written instrument signed by the party against whom enforcement is sought. This agreement shall be construed and interpreted according to the laws of the State of New York.

\*Addendum to Paragraph 12:

Artwork, if any, shall be or has been prepared for a commercial purpose.

17. The Publisher agrees to pay to the Authors a grant-in-aid of \$2,000 for manuscript preparation including, but not limited to, typing, copying, phone, research, photography and travel when such travel is authorized in advance and in writing by the Publisher, payable on submission of vouchers by the Authors. This grant is refundable in the event of failure to submit a manuscript in accordance with Paragraph 2, provided, however, that if the Authors have made a good faith effort to deliver an acceptable manuscript on a schedule agreed to with the Publisher and have submitted a manuscript, the grant shall not be refunded. The provisions of this paragraph shall not apply to revised editions of the Work.

18. The Publisher agrees to pay to the Authors an advance against royalties of \$4,000, payable as follows: \$2,000 to William B. Fischer and \$2,000 to Peter N. Richardson, on the signing of this Agreement. The terms of this paragraph shall not apply to revised editions of the Work.

19. If a final manuscript acceptable to the Publisher in organization, form, content, and style has not been delivered to the Publisher within 90 days after the date specified in Paragraph 2 above for any reason whatsoever, including but not limited to the Authors' death or disability, and in the absence of a written extension by the Publisher, the Publisher may elect to terminate this Agreement by written notice to the Authors. Upon such termination, all monies paid to the Authors hereunder shall be promptly repaid to the Publisher.

*William B. Fischer*

William B. Fischer

AUTHOR

540-54-9340

SOCIAL SECURITY NO.

US

CITIZENSHIP

Portland, OREGON

DOMICILE

21 August 1948

DATE OF BIRTH

Peter N. Richardson

AUTHOR

SOCIAL SECURITY NO.

CITIZENSHIP

DOMICILE

DATE OF BIRTH

AUTHOR

SOCIAL SECURITY NO.

CITIZENSHIP

DOMICILE

DATE OF BIRTH

AUTHOR

SOCIAL SECURITY NO.

CITIZENSHIP

DOMICILE

DATE OF BIRTH



JOHN WILEY & SONS, INC.,

by *Serje G. Seminoff*  
Serje G. Seminoff  
Vice President and General Manager

# CERTIFICATE OF COPYRIGHT REGISTRATION

FORM TX  
UNITED STATES COPYRIGHT OFFICE

0099-6



OFFICIAL SEAL

This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS  
United States of America

REGISTRATION NUMBER

TX 2-783-383

EFFECTIVE DATE OF REGISTRATION

MAR 26 1990

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** TITLE OF THIS WORK ▼

WIE, BITTE? INTRODUCTORY GERMAN FOR PROFICIENCY (C 1-84844-1)

PREVIOUS OR ALTERNATIVE TITLES ▼

FIRST-YEAR GERMAN

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2** a NAME OF AUTHOR ▼

William B. Fischer

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country  
OR { Citizen of ► USA  
Domiciled in ► USA

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Co-author of entire work.

**2** b NAME OF AUTHOR ▼

Peter Richardson

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country  
OR { Citizen of ► USA  
Domiciled in ► USA

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Co-author of entire work.

**2** c NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country  
OR { Citizen of ►  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of the material created by this author in which copyright is claimed. ▼

**3** YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.  
1988 ◀ Year

**DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**

Complete this information ONLY if this work has been published. Month ► 1 Day ► 2 Year ► 1989  
USA ◀ Nation

**4** COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

John Wiley & Sons, Inc.  
605 Third Avenue  
New York, NY 10158

APPLICATION RECEIVED  
MAR 25 1990

DO NOT WRITE HERE OFFICE USE ONLY

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED  
MAR 25 1990

REMITTANCE NUMBER AND DATE

**TRANSFER** If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

Written assignment

**MORE ON BACK** • Complete all applicable spaces (numbers 5-11) on the reverse side of this page.  
• See detailed instructions. • Sign the form at line 10.

DO NOT WRITE HERE

EXAMINED BY

*[Handwritten Signature]*

FORM TX

CHECKED BY

TX 2-783-383

CORRESPONDENCE  
Yes

DEPOSIT ACCOUNT  
FUNDS USED

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼
- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: **Previous Registration Number** ▼ **Year of Registration** ▼

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

**a. Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

Much previously published illustrative/textual material is used with permission.

**b. Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

Entire work, except above-cited material, is used with permission.

**MANUFACTURERS AND LOCATIONS** If this is a published work consisting preponderantly of nondramatic literary material in English, the law may require that the copies be manufactured in the United States or Canada for full protection. If so, the names of the manufacturers who performed certain processes, and the places where these processes were performed **must** be given. See instructions for details.

**Names of Manufacturers** ▼

**Places of Manufacture** ▼

**REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS** A signature on this form at space 10, and a check in one of the boxes here in space 8, constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

Copies and Phonorecords

Copies Only

Phonorecords Only

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

**Name** ▼ John Wiley & Sons, Inc.

**Account Number** ▼ DA 010049

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name / Address / Apt / City / State / Zip ▼

Margaret Harrison ;/John Wiley & Sons, Inc.

605 Third Avenue

New York, NY 10158

**Area Code & Telephone Number** ▼ (212) 850-6357

**CERTIFICATION\*** I, the undersigned, hereby certify that I am the

Check one ▶

author

other copyright claimant

owner of exclusive right(s)

authorized agent of John Wiley & Sons, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

**Typed or printed name and date** ▼ If this is a published work, this date must be the same as or later than the date of publication given in space 3.

Margaret Harrison

**date** ▶ 3/22/90

**Handwritten signature (X)** ▼ Margaret Harrison

**MAIL CERTIFICATE TO**

**Certificate will be mailed in window envelope**

Name ▼	<u>Margaret Harrison</u> <u>John Wiley &amp; Sons, Inc.</u>
Number/Street/Apartment Number ▼	<u>605 Third Avenue</u>
City/State/ZIP ▼	<u>New York, NY 10158</u>

**Have you:**

- Completed all necessary spaces?
- Signed your application in space 10?
- Enclosed check or money order for \$10 payable to Register of Copyrights?
- Enclosed your deposit material with the application and fee?

**MAIL TO:** Register of Copyrights, Library of Congress, Washington, D.C. 20559.

\* 17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

5

6

See instructions before completing this space.

7

8

See instructions

9

Be sure to give your daytime phone number.

10

11

# AN AGREEMENT

Between William Fischer (Author)  
and SIMON & SCHUSTER CUSTOM PUBLISHING (Publisher) on May 11 19 97

## THE AUTHOR AND PUBLISHER AGREE THAT:

*Manuscript*

The Author will prepare for publication a work on Interactive  
CDRom for Com0? An Introductory Spanish Program

The Author will prepare and supply to the Publisher a complete copy of the work together with all photographs, finished line drawings and other material necessary to the completion and publication of the work, including all full bibliographic citations necessary for the reproduction of copyrighted material.

*Rights*

The Author grants this work to the Publisher with the exclusive right to publish and sell the work under its own name and under other imprints or trade names, during the full term of copyright and all renewals thereof, and to copyright it in the Publisher's name.

The rights granted to the Publisher under this Agreement include (in addition to all other rights described herein) the right to prepare, publish, reproduce, sell and otherwise distribute electronic versions of the Work. As used herein, the term "electronic versions" shall mean any and all methods of copying, recording, storage, retrieval, or delivery of all or any portion of the Work, alone or in combination with other works, including in any multimedia work or electronic book; by any means now known or hereafter devised, including, without limitation, by electronic or electromagnetic means, or by analog or digital signal; whether in sequential or non-sequential order, on any and all physical media, now known or hereafter devised including, without limitation, magnetic tape, floppy disks, CD-I, CD-ROM, laser disk, optical disk, IC card or chip, and any other human or machine readable medium, whether or not permanently affixed in such media; and the broadcast and/or transmission thereof by any and all means now known or hereafter devised.

*Delivery of Manuscript*

### Amendment

Time being of the essence of this Agreement, the Author will deliver the manuscript and all other materials as outlined herein to the Publisher on or before June 10, 1997. If the Author fails to meet this delivery date, or any extended delivery date designated by the Publisher, or if the manuscript as delivered is unacceptable to the Publisher based on editorial content or physical requirements, the Publisher shall have the right to terminate this Agreement, but until such termination the Author may not cause the publication of the work elsewhere.

*Size*

The proposed final size of the work is estimated at N/A pages, trim size N/A inches. Binding will be N/A.



**Sale**

The work is intended for use in First Year Spanish (course) at Portland State Univ and Linfield College

(school) and the Author agrees the work will be used at the minimum rate of 300 copies per year for a minimum of 1 year(s). The Author agrees to require this book in the above course until the initial print run is exhausted.

**Publication**

The Publisher will publish the work at its own expense and at such time and in such style and manner as it deems suitable. The Publisher will have the right to edit the work for the original printing and for any reprinting, provided that the meaning of the text is not materially altered. The Publisher will have the right to publish the work in a style suitable as to paper, printing, and binding; to fix or alter the title and price; and to use all customary means to market the work. The Publisher will have final decision on the suitability for publication of all material whether original or previously copyrighted.

**Price**

The Publisher will establish a net price based on the specifications for the work outlined in clauses 1, 3, 4, 5 and 7 herein. The Publisher reserves the right to adjust the net price accordingly if the specifications of the final proof of the said work vary from those outlined herein.

**Royalties**

The Publisher agrees to pay royalties to the Author at the rate of 2.00 <sup>per copy</sup> ~~percent of the net sales~~. The Publisher will report on the sale of the work in March and September of each year for the six-month period ending the prior December 31 and June 30, respectively. With each report of sales, the Publisher will make settlement for any balance shown to be due.

**Author's Warranty**

The Author warrants that the Author is the sole and exclusive owner of the work and of the rights herein granted to the Publisher and that the work does not in any way infringe upon any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author shall hold the Publisher harmless from any loss arising from breach of the foregoing warranties.

**Author's Copies**

The Publisher shall furnish the Author five copies of the work. Additional copies will be furnished to the Author at regular domestic college adoption sales discounts.

**Competing Publications**

The Author agrees that during the existence of this Agreement, he/she will not, without the written consent of the Publisher, prepare or assist in the preparation of any other work which might in any way interfere or conflict with the sale of the work covered by this agreement.

**Changes**

This agreement may not be changed unless the parties agree to it in writing. This written Agreement contains the entire agreement of the parties.

\_\_\_\_\_  
*Author*

\_\_\_\_\_  
*Social Security Number*

\_\_\_\_\_  
*Author*

\_\_\_\_\_  
*Social Security Number*

SIMON & SCHUSTER CUSTOM PUBLISHING  
by \_\_\_\_\_  
Donald C. Kilburn, *President*

**Amendment to Rights:** This Agreement refers to the material on the CDROM that accompanies the text entitled Como?. The publisher will not retain the Rights to the CDROM "shell". The Author retains the Rights to the "shell".



**SIMON & SCHUSTER CUSTOM PUBLISHING**

160 Gould Street  
Needham Heights, MA 02194