



Hunt Institute for Botanical Documentation
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Usage guidelines

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Statement on harmful and offensive content

The Hunt Institute Archives contains hundreds of thousands of pages of historical content, writing and images, created by thousands of individuals connected to the botanical sciences. Due to the wide range of time and social context in which these materials were created, some of the collections contain material that reflect outdated, biased, offensive and possibly violent views, opinions and actions. The Hunt Institute for Botanical Documentation does not endorse the views expressed in these materials, which are inconsistent with our dedication to creating an inclusive, accessible and anti-discriminatory research environment. Archival records are historical documents, and the Hunt Institute keeps such records unaltered to maintain their integrity and to foster accountability for the actions and views of the collections' creators.

Many of the historical collections in the Hunt Institute Archives contain personal correspondence, notes, recollections and opinions, which may contain language, ideas or stereotypes that are offensive or harmful to others. These collections are maintained as records of the individuals involved and do not reflect the views or values of the Hunt Institute for Botanical Documentation or those of Carnegie Mellon University.

About the Institute

The Hunt Institute for Botanical Documentation, a research division of Carnegie Mellon University, specializes in the history of botany and all aspects of plant science and serves the international scientific community through research and documentation. To this end, the Institute acquires and maintains authoritative collections of books, plant images, manuscripts, portraits and data files, and provides publications and other modes of information service. The Institute meets the reference needs of botanists, biologists, historians, conservationists, librarians, bibliographers and the public at large, especially those concerned with any aspect of the North American flora.

Hunt Institute was dedicated in 1961 as the Rachel McMasters Miller Hunt Botanical Library, an international center for bibliographical research and service in the interests of botany and horticulture, as well as a center for the study of all aspects of the history of the plant sciences. By 1971 the Library's activities had so diversified that the name was changed to Hunt Institute for Botanical Documentation. Growth in collections and research projects led to the establishment of four programmatic departments: Archives, Art, Bibliography and the Library.

DOUBLEDAY & COMPANY, INC. *Publishers*



277 PARK AVENUE, NEW YORK, N.Y. 10017 TEL: 212 TA 6-2000

February 12, 1970

Dr. David Rogers
Taximetrics Laboratory
Armory 101
University of Colorado
Boulder, Colorado 80302

Dear Dr. Rogers:

I am sending herewith a letter of cancellation which will terminate the contract between you and Doubleday for publication of your book PLANTS AND MEN. Please sign both the letter and the copy and return them to us.

Your manuscript will be returned to you under separate cover.

Sincerely,

Barbara De Groot
Science Department

BD:b
enc.

*Signed + returned
Mar 2, 70*

DOUBLEDAY & COMPANY, INC. *Publishers*



277 PARK AVENUE, NEW YORK, N. Y. 10017 TEL: 212 TA 6-2000

January 25, 1965

Mr. Richard M. Klein and Mr. David Rogers
New York Botanical Garden
Bronx 58, New York

Dear Sirs:

This letter, when signed by both of you and countersigned by Doubleday, will constitute an agreement between us for your services as General Editors of a series of books presently entitled the Plant Science Series, to be published by Doubleday & Company, Inc. under its Natural History Press imprint.

It will be your responsibility as General Editors to develop appropriate book projects for publication in this series, which is to be designed for popular and high school and undergraduate college markets. You will solicit authors for such books and arrange for each potential author to submit to the Natural History Press a detailed outline and at least one sample chapter of his projected work. If Doubleday approves, it will enter into a contract directly with each author. Said contract will be Doubleday's standard form of publishing agreement, a specimen copy of which is attached, which form will be amended to conform with the terms outlined in this letter. Paragraph 27 thereof entitled "Option" shall be deleted in all such contracts. The preparation of both text and illustrations is to be the responsibility of the author, but you are to have the responsibility for editorial supervision of all material, including the determination of its scientific accuracy, and will deliver finally approved text and illustrations to the Press in a form suitable for reproduction. You also agree to write an Introduction to each volume.

It is expected that most publications in this series will be in paperback form. The Press may at its option publish secondary hardcover editions, primarily for library sales, with no change in royalty rates and no additional advances payable for such editions. In the event that a hardcover edition is published, payment of royalties will begin when the advance has been earned by the sales of both editions or either edition.

Royalties paid by the Press shall be as follows:

Five per cent (5%) to the author and One and one-half per cent (1½%) to the General Editors, such percentages computed on the retail price on all copies of a work sold in the United States in the general trade market;

Three and one-half per cent (3½%) to the author and One per cent (1%) to the General Editors, such percentages computed on the net selling price on all copies of a work sold directly to schools and students in the United States;

Three and one-half per cent (3½%) to the author and One per cent (1%) to the General Editors, such percentages computed on the Mail Order retail price on all copies sold through Mail Order;

An amount equal to Three and one-half per cent (3½%) to the author and One per cent (1%) to the General Editors, such percentages computed on the U.S. retail price on all copies sold in Canada and other export markets.

The Press will pay an advance against royalties and other earnings of One Thousand Five Hundred Dollars (\$1,500.00) to each author with whom a contract is executed, payable one-half on receipt by the Press of the signed contract and one-half on acceptance by the Press of complete satisfactory manuscript. The Press will also pay an advance against royalties and other earnings of Four Hundred Dollars (\$400.00) to you as General Editors, payable one-half on receipt by the Press of the signed contract with an individual author and one-half on acceptance by the Press of complete satisfactory manuscript. However, in respect to the latter advances, you will inform us in each case by letter in what proportion this money is to be divided between you or whether it is to be paid to one editor alone.

If the Press or Doubleday is required to prepare an index for any work published hereunder, the cost of such index shall be charged against royalties payable to the author and shall not affect the advance provided for above to the General Editors.

The Press further agrees to pay percentages of sales of subsidiary rights to each author as defined in the individual agreement with the author (Exhibit A attached) except that on sales of book club and English language in countries other than the United States and translation rights, you as General Editors will receive Twenty-five per cent (25%) of the author's share of the net proceeds.

If in any project your editorial and illustration contributions are so large that an increase appears justified, the Press will pay you a larger royalty, except that the total royalty paid to the author and the General Editors shall in no event exceed Seven and one-half per cent (7½%) of the retail price for United States trade sales or Five per cent (5%) of the net selling price on direct sales to schools and students, through Mail Order and in Canada and in other export markets.

In the event the Press accepts any work primarily for hardcover trade publication, the terms of the agreement covering such publication, including royalty rates, amount of advance, and division of royalties, shall be negotiated by the Press, the General Editors and the author. However, in no event shall the royalties on any such edition exceed the following:

Ten per cent (10%) on the first 5,000 copies sold,
Twelve and one-half per cent (12½%) on the next 5,000 copies, and
Fifteen per cent (15%) thereafter.

In the event of considerable illustrative material and other features of a work which entail an unusual manufacturing investment on the part of the Press, royalty rates will be adjusted downward in relation to such costs.

January 25, 1965

The arrangements outlined in this letter may be terminated by either party upon giving nine (9) months' written notice to the other, it being understood that books for which a contract has already been executed with an individual author shall not be affected by such termination.

If all of the above is in accordance with your understanding of our arrangements, will you be good enough to sign three copies of this letter below and return them to us for Doubleday's countersignature, after which a fully executed copy will be sent to each of you for your records.

Sincerely yours,

James K. Page

ACCEPTED:

DOUBLEDAY & COMPANY, INC.

Richard M. Klein
Richard M. Klein

William Doubleday

David Rogers
David Rogers

NMR

PLANT SCIENCE SERIES

SPECIMEN AUTHOR AGREEMENT

Memorandum of Agreement made this _____ day of _____ 19____
 between Doubleday & Company, Inc., of Garden City, N. Y., hereinafter called "the Publisher," and

of _____

hereinafter called "the Author," being the Author and Proprietor of a work at present entitled

hereinafter called "the work."

**Warranty and
Indemnity**

1. The Author represents and warrants to the Publisher: (a) that the work is original; (b) that he is the sole author and proprietor thereof, and has full power to enter into this agreement; (c) that the work has not heretofore been published in whole or in part in volume form and that he has not entered into or become subject to any contract, agreement or understanding with respect thereto other than this agreement; (d) that if published it will not infringe upon any proprietary right at common law, or any statutory copyright, or any other right whatsoever; and (e) that it is innocent, and contains no matter whatsoever that is obscene, libelous, in violation of any right of privacy, or otherwise in contravention of law. The Author shall indemnify and hold the Publisher harmless from any claim, demand, suit, action, proceeding or prosecution (and any liability, loss, expense or damage in consequence thereof) asserted or instituted by reason of the publication or sale of the work or the Publisher's exercise or enjoyment of any of its rights under this agreement, or by reason of any warranty or indemnity made, assumed or incurred by the Publisher in connection with the exercise of any of its rights under this agreement. The Publisher shall have the right either to defend such claim, demand, suit, action, proceeding or prosecution by counsel of its selection or, with the consent of the Author, to settle the same on such terms as it deems advisable holding the Author accountable for Fifty per cent (50%) of the amounts paid on settlement for counsel fees and other expenses, or, with the prior written approval of the Publisher, the Author may defend or settle the same. In the event of a final judgment dismissing any such claim, demand, suit, action, proceeding or prosecution without liability to the Publisher, the aforesaid indemnity of the Author shall be limited to reimbursing the Publisher to the extent of one-half of the net expenses incurred by the Publisher in connection therewith. The Publisher shall have the right in its discretion to extend the benefit of the Author's aforesaid warranties and indemnities to any person, firm or corporation at any time and the Author shall be liable thereon as if originally made to such person, firm or corporation. The Publisher shall have the further right to withhold and apply any royalties or other sums due the Author under this or any other agreement as security for the Author's obligation under this Paragraph.

In the event of a breach of any of the Author's foregoing warranties or any default by the Author in the performance of his aforesaid indemnities the Publisher may at its election and without prejudice to any other right or remedy against the Author terminate this agreement and in such event, the Author shall forthwith repay to the Publisher any advance against earnings or other sums theretofore paid to the Author by the Publisher.

**Rights Granted
Territory**

2. The Author grants and assigns to the Publisher the exclusive right to print, publish, copy and vend the work and the other rights hereinafter referred to on the terms set forth, throughout the world.

The Author hereby requests and authorizes the Publisher to engage Doubleday Canada Limited to publish the work in Canada, with the same force and effect as if the Author had himself engaged Doubleday Canada Limited so to publish.

Copyright

3. The Publisher is hereby expressly authorized and agrees to take out copyright in the name of the author and to take all steps required to secure said copyright in the United States and is authorized in its discretion to take out copyright in such other countries as may be covered by this agreement. The Author agrees to apply for the renewal of said copyright on the expiration of the first term thereof, and authorizes the Publisher to make such application in his name. The Author further agrees to assign to the Publisher, if this agreement has not terminated previously, the sole and exclusive right to print, publish, copy and vend the work, and the other rights referred to hereinafter, during the full term of said renewal, on the same terms and conditions as for the original copyright term.

The Author hereby authorizes the Publisher to make the Author a co-plaintiff with the Publisher in any litigation against a third party for infringement of the copyright on the work, but without cost to the Author. Any recovery from such litigation shall first be applied to reimburse the Publisher for its expenses in connection therewith, and the balance shall be divided equally between the Author and the Publisher.

**Manuscript:
Character
Due Date
Author's
Alterations**

4. The Author shall deliver to the Publisher two (2) finally revised copies of the work, satisfactory to the Publisher in content and form, including all illustrations and other graphic material essential to the work, in a form ready for reproduction, not later than _____
 The Author shall also deliver to the Publisher an index, if required, promptly after proof is available for making the index. If the Author fails to supply all such index, illustrations and other graphic material in a form ready for reproduction, the Publisher may obtain it and charge the expense thereof against the Author's earnings hereunder. It is understood that such material is considered a part of the work and that all rights granted to the Publisher hereunder apply also to use of such material. The provisions of this clause as to the character, condition and time of receipt of such copy are of the essence of the agreement, and in the event of the Author's default hereunder the Publisher may, at its option, any time prior to actual publication of the work, terminate this agreement without prejudice to any other remedy.

Expense of the Author's proof corrections exceeding Ten per cent (10%) of cost of composition shall be charged against the Author's earnings hereunder.

Bankruptcy

24. In case of bankruptcy, receivership, or assignment for benefit of creditors of the Publisher, the right of publication shall revert to the Author and thereupon this agreement shall terminate but the Author shall have the right to buy back any remaining copies or sheets at a fair market value, to be determined by agreement.

Place of Execution

25. Regardless of the place of its actual execution and delivery, this agreement shall be treated as though executed within the State of New York, and shall be governed by the laws and statutes thereof.

Heirs and Assigns

26. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors or administrators of the Author and any successor in business of the Publisher, but neither party shall otherwise separately sell or assign his or its interests in this agreement without the written consent of the other. In the event of any such assignment by the Publisher, the Author shall nevertheless remain liable to the Publisher (as well as to the assignee) on each of his obligations under Paragraph 1 of this agreement.

Option

~~27. The Author hereby agrees that the Publisher shall have the first option to publish the Author's next full-length book, but in no case shall the Publisher be required to exercise this option within three months following publication of the work the subject of this agreement.~~

Limitation

28. This agreement shall not be binding upon either the Publisher or the Author unless it is signed by both parties and delivered to the Publisher within a period of two months from the date of the agreement.

Whole Agreement

29. This agreement contains the whole understanding of the parties, supersedes all previous oral or written representations or agreements and may not be changed, modified or discharged orally. Any modification, change or discharge of this agreement must be in writing and signed by the Publisher.

30. The Publisher shall have the option but not the obligation to publish a hardbound edition of the work on the same terms as those of this agreement.

Witness to signature of
Author—Proprietor:

AUTHOR—PROPRIETOR

Witness to signature
of Publisher:

DOUBLEDAY & COMPANY, INC.

Author-Proprietor to supply following:

Social Security
Number

or

Tax Identification
Number

Publication

5. The Publisher shall publish the work at its own expense, in such style or styles and under any such original imprint as it deems advisable, and shall pay to or upon the order of the Author the following:

Trade Royalty in the U.S.

(a) On all copies of the paperbound ~~regular trade~~ edition sold by the Publisher in the United States (except as hereinafter set forth) less returns, but with no deduction for cash discounts or bad debts, the following royalties on the retail price:

Five per cent (5%) except that on all copies of the paperbound edition sold to schools and students the royalty shall be Three and one-half per cent (3½%) of the net selling price.

The Publisher agrees to advance to the Author the sum of One Thousand Five Hundred Dollars (\$1,500.00), payable one-half on receipt of this signed agreement and one-half on acceptance of complete satisfactory manuscript, it being understood and agreed that this shall be an advance against the total earnings of the Author under this agreement. However, if the Publisher decides that additions or alterations to the artwork are required, the cost thereof shall be deducted from the last half of the advance.

Canadian Royalty

(b) On all copies of the paperbound ~~regular trade~~ edition of the work sold in the Dominion of Canada, an amount equal to ~~Five per cent (5%)~~ of the United States retail price.

Three and one-half per cent (3½%)

Other Export Markets

(c) On all copies of the paperbound ~~regular trade~~ edition of the work sold by the Publisher to other export markets, an amount equal to ~~Eight per cent (8%)~~ of the United States retail price.

Three and one-half per cent (3½%)

Mail Order

(d) On all copies of the work sold by the Publisher (less returns) through a special offer made by its Mail Order Department, as distinct from sales made to bookstores or jobbers, ~~Five per cent (5%)~~ of the Mail Order retail price, exclusive of shipping and handling charges.

Three and one-half per cent (3½%)

Subscription Books Wholesale

(e) ~~On all copies of the trade edition of the work sold by the Publisher through its Subscription Books Wholesale Department, as distinct from sales made to bookstores or jobbers, Five per cent (5%) of the retail price, except as hereinafter provided.~~

In the event the Subscription Books Wholesale Department of the Publisher shall license others to produce the work, the Publisher shall pay to the Author ~~Fifty per cent (50%)~~ of the license fees and/or plate rentals received by the Publisher for such license.

In the event the Subscription Books Wholesale Department of the Publisher shall publish a special subscription edition of the work, the Publisher shall pay to the Author ~~Five per cent (5%)~~ of the proceeds to the Publisher of the sale of copies of such special edition, exclusive of shipping and handling charges.

On sales by the Subscription Books Wholesale Department of copies of the work or excerpts therefrom for premium use, the Publisher shall pay to the Author ~~Five per cent (5%)~~ of the proceeds to the Publisher of such sales, exclusive of shipping and handling charges.

Publishing Rights Outside U.S.A. & Translations

6. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell English language and translation rights in and to the work in book or serial form (in full-length, condensed or abridged versions) for publication in countries other than the United States. The Publisher shall pay to the Author ~~Seventy-five per cent (75%)~~ of the net proceeds of such sales.

Fifty per cent (50%)

Reminders

7. If the Publisher has a stock on hand which, in its judgment, could not be sold on usual terms in a reasonable time, it may sell such copies to any purchaser or purchasers, including the Publisher's subsidiaries, at the best price it can secure. If such stock is sold at or below the Publisher's cost, no royalty shall be paid to the Author on such sales. If such copies are sold above the Publisher's cost, the royalty paid to the Author (in lieu of the royalty set forth in Paragraph 5 hereof) shall be Ten per cent (10%) of the revenue obtained from such sales.

No royalty shall be paid on copies destroyed or on copies given away to promote the sales of the work, whether by regular promotional channels or to bookstores.

Book Clubs

8. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell a Book Club edition of the work to the Literary Guild of America, the Book-of-the-Month Club, the Book League of America, the Doubleday One Dollar Book Club or any similar organization which operates on the basis of plate rental or purchase of Book Club rights (in full length, condensed or abridged versions). The Publisher shall pay to the Author ~~Fifty per cent (50%)~~ of the net proceeds of such sales.

Twenty-five per cent (25%)

Reprints

9. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell to other publishers, including any corporation which is a subsidiary or affiliate of the Publisher's, the right to bring out a reprint edition of the work (in full length, condensed or abridged versions), which sale shall provide that such reprints shall not appear on the market within one year after the date of trade publication. The Publisher shall pay to the Author ~~Fifty per cent (50%)~~ of the proceeds of such sales. The Publisher also has the right to publish a reprint edition of the work through its reprint divisions, and in the event a reprint edition is thus published through said reprint divisions, the Publisher shall pay to the Author one-half the amount which the reprint divisions shall credit to the Publisher on the books of account of the reprint divisions.

One-Part Magazine Publication

~~10. The Author may not sell the work for publication in full length, condensed or abridged versions in one part before book publication without the prior consent of the Publisher.~~

10a. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell, in the territory specified in Paragraph 2 hereof, the work for publication in newspapers or periodicals in full-length, condensed or abridged versions in one-part before book publication. The Publisher shall pay to the Author ~~Seventy-five per cent (75%)~~ of the net proceeds of such sales.

First Serial

11. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell, in the territory specified in Paragraph 2 hereof, the work or parts of it for publication in serial form in newspapers or periodicals before publication in book form. The Publisher shall pay to the Author Ninety per cent (90%) of the net proceeds of such sales (except on sales for serial publication in countries other than the United States under Paragraph 6 hereof).

Second Serial

12. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell, in the territory specified in Paragraph 2 hereof, the work or parts of it for publication in serial form in newspapers or periodicals after publication in book form (provided such rights have not been retained by the purchaser of the first serial rights). The Publisher shall pay to the Author Fifty per cent (50%) of the net proceeds of such sales.

In making sales pursuant to Paragraphs 10, 11, and 12, the Publisher may deal directly with newspapers or periodicals or with those dealers in such literary rights commonly known as syndicates.

**Permissions:
Extracts
Anthologies
Abridged Versions**

13. The Author hereby grants and assigns to the Publisher, after publication of the work in book form, the right to sell extracts therefrom for use in periodicals or books and condensed or abridged versions for use in periodicals (provided such rights have not been retained by the purchasers of the first serial rights) but not in book form except as provided in Paragraphs 6, 8 and 9. The Publisher shall pay to the Author Fifty per cent (50%) of the proceeds of such sales.

No payment shall be made to the Author by the Publisher for permission gratuitously given by the Publisher, before or after publication of the work in book form, to publish extracts from the work to benefit the sale thereof.

**Motion Pictures
Dramatization
Public Readings**

14. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell dramatic rights with or without music, public reading and other non-dramatic performing rights, and motion picture rights throughout the world in and to and in connection with the said work. The Publisher shall pay to the Author Ninety per cent (90%) of the proceeds of such sales, except sound recording (see Paragraph 17). Any sales of the motion picture rights of the work may grant to the purchaser the right to publish, for advertising and exploitation of dramatizations and motion pictures based on the work, excerpts, summaries and synopses of the work or dramatizations or motion pictures thereof, but no such excerpts, summaries or synopses shall exceed 7,500 words in length, nor shall they appear as having been written by the Author, nor shall they be offered to any person, firm or corporation for a monetary consideration.

**Radio
Television**

15. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell radio and television rights, throughout the world, in and to and in connection with said work. The Publisher shall pay to the Author Ninety per cent (90%) of the proceeds of sales of the work for adaptation for radio and television.

Commercial Rights

16. The Author grants and assigns to the Publisher the sole and exclusive right to sell, and to license others to sell, subject to the approval of the Author, the commercial rights in and to the Author's name and the work during the period of this agreement. "Commercial Rights" shall be understood to mean the exploitation of the Author's name in connection with the work, and of the work itself and all material contained therein through their use, simulation or graphic exploitation on or in connection with merchandise. The Publisher shall pay to the Author Fifty per cent (50%) of the net proceeds of such sales.

**Sound Recordings
Filmstrips
Teaching Machines
Microfilm**

17. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell the work or parts of it for mechanical reproduction, including, but not by way of limitation (a) sound recording, including phonographic, wire and tape recording or any other method hereafter known or devised; (b) filmstrips; (c) programs for machine teaching; (d) microfilm and photocopying (except motion picture), or any other method now or hereafter known or devised for information storage and retrieval. The Publisher shall pay to the Author Fifty per cent (50%) of the proceeds of such sales.

**Rights
Not Specified**

18. All rights not herein specifically granted to the Publisher are reserved by the Author.

**Semi-Annual
Accounting**

19. Statements of sales shall be made up by the Publisher semi-annually as of April thirtieth and October thirty-first, and delivered and settled within four months thereafter. Where any such statement or any other record of account between the Author and the Publisher indicates that the work has not earned the amount of royalties advanced, or that the Author has received an overpayment of royalties or is otherwise indebted to the Publisher, the Publisher may deduct the amount of such unearned royalties, overpayment or other indebtedness from any sums then or thereafter due the Author from the Publisher under this agreement. In its sales accounting statement, the Publisher may set up a reserve which in its opinion will allow for returns during the two royalty accounting periods following the period in which publication occurs. This reserve shall not exceed fifteen per cent (15%) of earnings accrued to the Author in the respective royalty periods.

The Publisher shall, on the written request of the Author, cause the public accountants regularly employed by the Publisher to furnish to the Author a copy of his latest semi-annual royalty statement which will bear the stamp of the firm of accountants.

Any sums paid to the Author shall be returned to the Publisher on demand if said manuscript is not delivered as specified in Paragraph 4 hereof.

Author's Copies

20. The Publisher shall furnish to the Author, free of charge, ten copies of the regular trade edition of the work as published; and should the Author desire any more copies for personal use, they shall be supplied at one-half the retail price. Copies thus purchased shall not be resold.

**Discontinuance of
Publication**

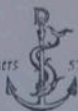
21. The Publisher in its discretion may at any time determine to discontinue the publication of the work without prejudice to its rights hereunder. In that event, it shall give notice of such determination to the Author by registered mail at the address last given by him. Within thirty days after the mailing of such notice the Author shall have the right to purchase from the Publisher at cost any existing sheet and bound stock which is the unrestricted property of the Publisher. Upon making such purchase the disposition of rights hereunder shall be by mutual agreement.

**Verified Copies
of Sub-
Agreements**

22. The Publisher undertakes, upon request, to furnish to the Author verified copies of any agreements which the Publisher may make with any third party for the disposition of any rights in the work granted to the Publisher.

**Governmental
Restriction
or War**

23. The performance of the Publisher pursuant to this agreement is subject to governmental restrictions on essential materials and supplies, acts of war, strikes or other conditions beyond the control of the Publisher.



May 20, 1963

Dr. William C. Steere, Director
New York Botanical Garden
New York 58, N.Y.

Dear Dr. Steere:

This letter will record the essence of our discussions on January 16, 1963, and will constitute, when signed by yourself and an officer of Doubleday, an initial working agreement for the publication of books in the botanical sciences under the imprint of the Natural History Press, a division of Doubleday & Company, Inc.

1. It is understood that the New York Botanical Garden (hereinafter referred to as NYBG) will establish an editorial board to develop appropriate book projects for publication by the Natural History Press (hereinafter referred to as the Press) and sale in the popular and high school and undergraduate college markets. The Press will meet regularly with the board to advise on the kinds of books that seem to offer a reasonable opportunity for usefulness and saleability in the above markets. The Press will have first refusal rights on all proposed books in these markets, but if any project submitted is not acceptable to the Press, NYBG shall be free to offer it to other publishers.
2. Any books accepted for publication by the Press will be designed so that they are readily distinguishable from Natural History Press books developed by the American Museum of Natural History or any other institution publishing with the Press. Such distinguishing features shall be established after the approval of NYBG has been obtained.
3. It is understood that works proposed for publication by the Press shall be presented by the editorial board to the Press as a complete manuscript or as a detailed outline and at least one sample chapter. The Press, upon acceptance of a project, will contract for its publication directly with the author. Individual contracts with authors will be the standard form of Doubleday's publishing agreement, a specimen copy of which is attached, which form will be amended to conform with the terms outlined in this letter; Paragraph 27 thereof entitled "Option" shall be deleted in all such contracts. The preparation of both text and illustrations is to be the responsibility of the author, but NYBG shall have the responsibility for editorial supervision of all material, including the determination of its scientific accuracy, and will deliver finally approved text and illustrations to the Press in a form suitable for reproduction.
4. It is expected that most publications under this agreement will be in paperback form, although the Press may at its option produce secondary hard-cover editions primarily for library use with no change in royalty rates. Although the initial publications are expected to be those selected from the paperback series already instituted by Dr. Richard Klein of NYBG, it is anticipated that there will be other similar works proposed for paperback publication.

5. Royalties paid by the Press shall be as follows:

Five per cent (5%) to the author and One and one-half per cent (1½%) to NYBG of the retail price on all copies of a work sold in the United States in the general trade market;

Three and one-half per cent (3½%) to the author and One per cent (1%) to NYBG of the net selling price on all copies of a work sold directly to schools and students in the United States;

Three and one-half per cent (3½%) to the author and One per cent (1%) to NYBG of the Mail Order retail price on copies sold through Mail Order;

An amount equal to Three and one-half per cent (3½%) to the author and One per cent (1%) to NYBG of the U.S. retail price on all copies sold in Canada and other export markets.

The Press will pay an advance against royalties and other earnings of One Thousand Five Hundred Dollars (\$1,500.00) to each author with whom a contract is executed, payable one-half on receipt by the Press of the signed contract and one-half on acceptance by the Press of complete satisfactory manuscript. The Press will also pay an advance against royalties and other earnings of Four Hundred Dollars (\$400.00) to NYBG, payable one-half on receipt by the Press of the signed contract with an individual author and one-half on acceptance by the Press of complete satisfactory manuscript.

If the Press or Doubleday is required to prepare an index for any work published hereunder, the cost of such index shall be charged against royalties payable to the author and shall not affect the advance provided for above, to NYBG.

The Press further agrees to pay percentages of sales of subsidiary rights to each author as defined in the individual agreement with the author (Exhibit A attached) except that on sales of book club and English language and translation rights NYBG will receive Twenty-five per cent (25%) of the author's share of the net proceeds.

6. If in any project the editorial and illustration contributions of NYBG are so large that such an increase appears justified, the Press will pay a larger royalty to NYBG, except that the total royalty paid to the author and NYBG shall in no event exceed Seven and one-half per cent (7½%) of the retail price for United States trade sales or Five per cent (5%) of the net selling price on direct sales to schools and students, through Mail Order, and in Canada and other export markets.

7. In the event the Press accepts for publication any work primarily for hardbound trade publication, the Press will negotiate with NYBG and the author and will pay royalties on copies sold in the U.S. divided between both parties not to exceed the following (total royalty on each book):

Ten per cent (10%) on the first 5,000,
Twelve and one-half per cent (12½%) on the next 5,000, and
Fifteen per cent (15%) thereafter.

May 20, 1963

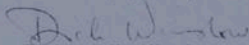
However, in the event of considerable illustrative material and other features of a work which entail an unusual manufacturing investment on the part of the Press, then royalty rates will be adjusted downward in relation to such costs.

8. The arrangements outlined in this letter may be terminated by either party upon giving nine (9) months' written notice to the other, it being understood that books for which a contract has already been executed with an individual author shall not be affected by such termination.

9. All books published hereunder shall bear on the cover and title page the NYBG name and a distinctive colophon to be agreed upon between the parties. The parties shall cooperate in publicizing the books to be published hereunder and any content of advertising and publicity that uses the Garden's name shall be subject to the approval of the Garden.

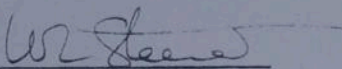
If all of the above is in accordance with your understanding of our arrangements, will you be good enough to sign both copies of this letter and return them to me for Doubleday's countersignature, after which one copy will be returned to you for your records.

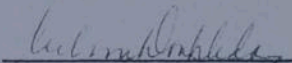
Sincerely yours,


Richard K. Winslow
The Natural History Press

AGREED:

DOUBLEDAY & COMPANY, INC.


New York Botanical Garden


Richard K. Winslow
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