

# MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between  
DANIEL COSIO VILLEGAS

hereinafter called the AUTHOR \_\_\_\_\_, and the Board of Regents of the University of Nebraska, a public corporation organized and operating under the laws of the State of Nebraska, maintaining as one of its agencies the University of Nebraska Press, which corporation is hereinafter called the PUBLISHER, Witnesseth

I. The AUTHOR \_\_\_\_\_ hereby covenants that he has/~~have~~ full power to make this agreement including assignment herein contained and further covenants that the work hereinafter referred to contains no libelous or otherwise unlawful matter and that said work does not in whole or in part infringe upon any proprietary right or existing copyright, and the AUTHOR agrees to indemnify and hold harmless the PUBLISHER from any and all cost, loss or damage whatsoever (including reasonable attorney fees) arising from any claim of infringement or of damage from any matter contained in said work.

## II. THE AUTHOR AGREES

1. To grant and assign, and hereby grants and assigns, to the PUBLISHER a work to be published in book form under the title of PORFIRIO DIAZ VERSUS THE UNITED STATES

together with the sole and exclusive right to print, publish, reprint, advertise, market, sell and distribute said work during the full term of copyright thereof and all renewals of any such copyrights.

2. The AUTHOR \_\_\_\_\_ further agrees to permit and hereby authorizes the PUBLISHER to procure statutory copyright of said book in the United States and elsewhere in the name of the University of Nebraska Press, and to procure the renewal of the same.

3. The AUTHOR \_\_\_\_\_ further agrees that he will not, during the continuance of this agreement without consent in writing of the PUBLISHER, engage in or collaborate in the preparation of any abridged or other edition of the work or of anything that might in the judgement of the PUBLISHER interfere with the sale of the work.

4. The AUTHOR \_\_\_\_\_ further agrees to pay to the PUBLISHER for the expense incurred by it because of changes and/or additions (other than the correction of typographical errors) made in and to the text by the AUTHOR \_\_\_\_\_, such amount of the cost of such changes and/or additions as shall exceed an amount equal to ten per cent (10%) of the original cost of composition of the work.

5. The AUTHOR \_\_\_\_\_ further agrees to deliver to the PUBLISHER a full and complete typewritten copy of the manuscript of the work in form and style acceptable to the PUBLISHER; to supply all illustrations for said work; and to make an index if such be required.

## III. THE PUBLISHER AGREES

1. To print, publish and market said work in such style as the PUBLISHER shall determine in accordance with its established practice and standards and in such manner (including title, price, date of publication, form and kind of advertising, number and distribution of free copies) as it shall deem expedient, taking into consideration in so far as possible the wishes of the AUTHOR \_\_\_\_\_.

2. To copyright, in its name, said work in accordance with the authorization herein given.

3. To give the AUTHOR \_\_\_\_\_ six copies each of said work and the privilege of purchasing additional copies at a discount of twenty per cent (20%) from the list price, said purchased copies not to be resold.

4. To pay the AUTHOR \_\_\_\_\_ a royalty of ~~ten~~ <sup>six</sup> per cent (10%) of the retail catalog price for the first 5,000 copies sold, less returns; ~~twelve and one-half per cent (12 1/2%)~~ <sup>six</sup> on the next 5,000 copies sold, less returns; and ~~fifteen per cent (15%)~~ <sup>6</sup> on all copies sold in excess of 10,000, less ~~returns~~ <sup>all</sup> but no royalties shall be paid on books remaindered, or damaged or imperfect copies, disposed of at a price of less than cost. Payments due under this agreement shall be made to the



AUTHOR annually on or before the fifteenth day of July, accompanied by a sales statement for the fiscal year preceding.

5. Subsidiary rights shall be divided as follows:

- (a) Adoption by any of the established book clubs: Fifty per cent (50%) to the AUTHOR , fifty per cent (50%) to the PUBLISHER.
- (b) Digests, abridgements, anthologies: Fifty per cent (50%) to the AUTHOR , fifty per cent (50%) to the PUBLISHER.
- (c) Reprint by another publisher in paperback edition: Fifty per cent (50%) to the AUTHOR , fifty per cent (50%) to PUBLISHER.
- ~~(d) Translation rights: fifty per cent (50%) to the AUTHOR xxxxx fifty per cent (50%) to the PUBLISHER~~
- (e) Serial rights, before and after publication, fifty per cent (50%) to the AUTHOR , fifty per cent (50%) to the PUBLISHER.
- ~~(f) All English language rights (other than the United States): Fifty per cent (50%) to the AUTHOR xxxxx fifty per cent (50%) to the PUBLISHER~~
- (g) Motion picture, television and radio broadcasting rights and adaptations for commercial use: 50% to the AUTHOR ; 50% to the PUBLISHER.

IV. IT IS MUTUALLY AGREED

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3. The provisions of the agreement shall apply to and bind the executors, administrators, successors and assigns of the respective parties.

IN WITNESS THEREOF, The Board of Regents of the University of Nebraska has caused its name to be hereunto subscribed by its President and attested by its Corporation Secretary with the corporate seal hereto affixed, and Daniel Cosio Villegas

~~have~~/has hereunto set his hand the day and the year first mentioned.

THE BOARD OF REGENTS OF  
THE UNIVERSITY OF NEBRASKA

By

Carla A. Donaldson

Its President Ben Moraga  
(PUBLISHER)

x

(AUTHOR)

(AUTHOR)

(AUTHOR)

(AUTHOR)

ATTEST

Joseph Soshnik  
Corporation Secretary



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THE UNIVERSITY OF NEBRASKA

By

Its President  
(PUBLISHER)

x

(AUTHOR)

ATTEST

(AUTHOR)

Corporation Secretary

(AUTHOR)

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