AUTHOR

THE WYLIE AGENCY (UK) LTD

Memorandum of Agreement made this 2nd day of August 2001

Between **Norman Mailer**
c/o **The Wylie Agency (UK) Ltd, 4-8 Rodney Street, London N1 9JH**
(hereinafter called the "Author") of the one part

And **AST of 21 Zvezdny Blvd, 7th Floor, 129085 Moscow, Russia**
(hereinafter called the "Publishers") of the other part

Whereby it is mutually agreed as follows regarding the **Work** entitled:

THE **TIME OF OUR TIME**
(hereinafter called the "Work")

1. Grant of Rights
The Author hereby grants to the Publishers the exclusive right to print, publish and sell the Work in **volume** form in the **Russian** language throughout the **World**.

2. Term of Licence
This Agreement shall be valid for a period of 3 (three) years from **the date of this Agreement** and all rights herein granted shall revert automatically to the Author without further notice on **2nd August 2004** unless rights have already reverted under any other clause in this Agreement.

3. Advance
The Publishers shall pay to the Author a non-returnable advance of:
$1,500 (one thousand five hundred US dollars)
to be paid **on signature of this agreement**
on account of all monies which may become due under the terms of this Agreement.

4. Royalties
The Publishers shall pay to the Author the following royalties calculated on the full Publisher's catalogue price of each and every copy of the Work sold in

Hardcover edition:
12% (twelve per cent) **on all copies sold**

Paperback edition:
10% (ten per cent) **on all copies sold**

5. Publication
a) The Publishers undertake to publish the first edition of the Work within **12** (twelve) months of the date of this Agreement. Should the Publishers fail to publish its edition of the Work within the time specified herein then this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

b) The Publishers shall promptly inform the Author of the exact publication date of the Work and of any subsequent reprints of the Work and of its Publisher's catalogue price and of the number of the copies in the first printing and all subsequent printings of each edition.

6. Accounting

a) The Publishers shall make up accurate and complete accounts of all sales and stock remaining of the Work to **December 31** in each year, regardless of whether the advance has been recouped, and shall deliver such accounts and pay all monies due to the Author within 3 (three) months thereafter.

b) Each accounting shall contain the following information for each and every edition of the Work: The number of copies per printing of the Work, the number of copies of the Work sold during the royalty accounting period, the Publisher's catalogue price of all copies sold and the applicable royalty percentage.

(c) All advances due under the terms of this Agreement shall be paid in **US$** (US dollars) converted at the rate prevailing on the day on which payment is due. In the event the payments provided under the Agreement are overdue, the Publishers shall be liable to pay the Author 1% (one per cent) of the overdue sum for each day of delay.

7. Translation

a) The Publishers shall guarantee a high-quality translation of the Work. The translation, including the titles of the Work, shall be made faithfully and accurately by a translator of the highest standard. No additions, deletions, abridgements or alterations in the text or title may be made without the prior written approval of the Author.

b) The Publishers shall submit their choice of translator to the Author.

c) The Publishers shall submit their translation of the Work to the Author for his written approval and shall work closely with the Author in every respect with regard to the translation and accept his jurisdiction on this matter. The Author shall be allowed 5 (five) weeks from receipt of translation to respond.

d) The Author shall retain sole ownership of the translation on expiry of this Agreement.

8. Copyright

The Publishers undertake to print in each copy of the Work (and require its licensees to print in each copy of such licensees' editions of the Work) the copyright notice required by law and the **Universal Copyright Convention** as follows:

THE TIME OF OUR TIME
Copyright © Norman Mailer 1998
All rights reserved

in addition to any copyright line that may be required to establish copyright in the actual translation.

9. Authorship Credit

The Publishers shall print the original title of the Work in its original language on the back of the title page and the name of the Author shall appear in its customary form on the title page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the Work issued by the Publishers or their agents.

10. Jacket/Cover Design and Copy

The Author shall have approval over the jacket/cover design of all Publishers' editions of the Work and shall be given 10 (ten) days from receipt of material to respond.

11. Complimentary Copies

On publication of the Work the Publishers shall send 5 (five) free copies of each edition to the Author at the following address: **c/o The Wylie Agency, 250 West 57th Street, Suite 2114, New York, NY 10107, USA** and 3 (three) free copies will be sent to **The Wylie Agency (UK) LTD** together with a note of the number of copies printed and the published price. Another **2** (two) free copies are to be made available to the **Synopsis Literary Agency** at the below address. At the Author's option. the Author may purchase additional copies at the Publisher's maximum discount then in effect.

12. Remainder Copies

On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of 3 (three) years from the date of publication of each edition of the Work and the Publishers shall promptly inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remainder copies sold above cost the Publishers shall pay to the Author 15% (fifteen per cent) of the net receipts.

On remaindering, the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due.

13. Advertising

The Publishers shall not print advertisements of any kind or for any other book other than by the Author in any edition of the Work or on the jacket/cover without the Author's prior written approval.

14. Reservation of Rights

All other rights in the Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author.

15. Additional Material

The Publishers shall be responsible for clearing copyright in and paying all permission fees for illustrative and quoted material included in their edition of the Work.

16. Motion Picture Excerpts

The Publishers who have no interest or control of film rights agree that a film company shall have the right to print and publish in the **Russian language** synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the Work.

17. Termination

This Agreement shall not be valid until the Author is in possession of the countersigned copy of this Agreement and the signature advance payment specified in Clause 3 above and may be cancelled by the Author with immediate effect at any point up until receipt of any payment due on signature.

This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for monies due or damages and/or otherwise:

a) If the Publishers are declared bankrupt or take advantage of any insolvency law;

b) If the Publishers fail to render payments and/or accounts of sales as agreed in Clauses 3. 4 and 6 above;

c) If at any time after the date of publication of the Work the Publishers allow the Work to go out of print for a period of 3 (three) months or off the market to the extent of having less than 150 (one hundred and fifty) copies in stock.

d) If after **3 (three) years** from the first publication by the Publishers fewer than 100 (one hundred) copies of the Work are sold at not less than the original published price in any year.

e) If the Publishers violate any terms of this Agreement.

f) If the Publisher fails to protect the Author's copyright of the Work as provided in Clause 8 hereof.

18. Assignment

The rights herein granted are assigned to the above mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

19. Audit

The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the Publishers to inspect all books, vouchers, documents in the possession of the Publishers related to the Work. If an error is found in the Publishers' favour the Publishers agree to pay the Author the amount of the error plus interest calculated at the US prime rate +1% (one percent) within thirty (30) days of such discovery and, in addition, will bear the cost of the audit.

20. Agency

All sums of money due the Author under the terms of this Agreement shall be paid to the Author's agent **Synopsis Literary Agency, PO Box 21816, Parsons Green, Fulham, London SW6 5ZU, United Kingdom** acting in conjunction with, **The Wylie Agency (UK) LTD, 4-8 Rodney Street, London N1 9JH** who is hereby entitled by the Author to collect and receive such monies and the Author declares that the receipt of **The Wylie Agency (UK) LTD** shall be a good and valid discharge of all indebtedness; and the said agent is hereby empowered to act on the Author's behalf in all matters arising from and pertaining to this Agreement. **Should the Publishers be required by law to deduct tax, they shall send a declaration to this effect with the relevant statement of account showing the amount deducted. The Publishers undertake that all payments to the Author's agent shall be free of any bank or transfer charges. Furthermore, the Publishers agree to reimburse all bank charges incurred as a result of payment of the advance due to the Author's agent**. For services rendered and to be rendered, the Author does hereby irrevocably assign and transfer to The Wylie Agency, its executors, administrators and assigns, and the said The Wylie Agency which is an intended third party beneficiary under this Agreement, shall retain a sum equal to **20%** (twenty percent) to be split **10%** (ten percent) to the Wylie Agency (UK) LTD and **10%** (ten percent) to Synopsis Literary Agency as an agency, coupled with an interest out of all gross monies accruing to the account of the Author under this Agreement and any renewals, extensions and relicenses thereof, prior to deductions from or charges against such monies for any reason whatsoever.

21. Applicable Law

This Agreement shall be deemed to have been executed and wholly performed within the State of New York and its provisions shall in all respects be interpreted according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, the laws of the State of New York applicable to Agreements entirely made and performed therein. Any action or proceeding regarding this Agreement or the Work shall be brought solely in the New York courts (state and federal) in New York County. Process in any action or proceeding may be served upon the Author or the Publishers by personal delivery or by certified mail, return receipt requested, and such service shall be deemed to be personal service within the State of New York.

22. Entire Agreement

This Agreement constitutes the complete understanding of the parties and all previous negotiations and understandings have been merged herein. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties.

SIGN HERE

Norman Mailer

FOR THE AUTHOR

DATE: Dec 3, 2,001

FOR THE PUBLISHERS

DATE: 10/5/04

Издательство „АСТ МОСКВА"

МОСКВА