

Agreement made this Tenth day of September
Nineteen Hundred and twenty-two between D. VAN NOSTRAND COMPANY, INC.,
a Corporation of the State of Delaware, or its assigns, hereinafter called the Publishers,
Party of the First Part, and WILLIAM C. OELKE of Grinnell, Iowa;

hereinafter called the Author, Party of the Second Part. (In case of joint or multiple
authorship, the words "Author" and "Party of the Second Part" are used collectively
and the signing authors each have equal rights and responsibilities under this
agreement.)

WITNESSETH: That the Author, being the owner and proprietor of a work
entitled tentatively

- - - - PHYSICAL CHEMISTRY LABORATORY MANUAL--Reference Section - - - -

**Rights of
Publication**

hereinafter called "the work", hereby grants and assigns to the Publishers the world
book publishing rights of the work including the sole rights to translations, selections,
expansions and abridgments thereof, and the Publishers agree and have the exclusive
rights to publish the said work during the continuance of the copyright and renewals
and extensions thereof (being expressly authorized to make application for such
renewals) under the following terms and conditions:

Copyright

FIRST: That the Author guarantees to the Publishers that the work has not here-
tofore been published (in volume form) and/or copyrighted in the United States of
America (copyright of a trial edition by the Author excepted); that he has full power
to make this agreement and grant as Author and Proprietor of the said work; that the
work contains no matter which, if published, will be libelous or otherwise injurious
or infringe in any way the copyright of any other party, and that he will defend,
indemnify and hold harmless the Publishers against all suits and proceedings and any
manner of claims that may be taken on the ground that the work is in such a violation;
it being understood that the copyright of the said work is to be taken out by the
Publishers in the name of the Publishers and/or assigned to the Publishers
under the provisions of this agreement if previously copyrighted by the Author in
preliminary form.

**Publication
and the
Reversion
of Rights**

SECOND: That the Publishers, in consideration of this guarantee by the Author, will
publish the work in suitable style as to paper, printing and binding, and will keep the
market supplied so long as the demand shall continue to make its publication profitable.
If at any time the demand for the work shall not, in the opinion of the Publishers, be
sufficient to render publication profitable, and they shall so give notice, the Author
shall have the right to take from the Publishers, as an entirety and free of all com-
mission and royalty, the copyright, all bound copies on hand at twenty-five percent
(25%) of the catalogue price, all sheet copies on hand at twelve and one-half percent
(12½%) of the catalogue price, and the plates, if any, at not more than fifty per-
cent (50%) of their original cost. Or, should the Author not take over the copyright,
plates and copies, as aforesaid, within three months after written notice has been
mailed to his address on the Publishers' books, this contract shall terminate and the
Publishers shall have the right to dispose of the property as they may see fit, free of
any commission or royalty or any other responsibility under this contract.

Manuscript
and Proof

THIRD: That the Author will deliver to the Publishers ~~not later than~~
a legible manuscript suitable for use as printers' copy and acceptable
to the Publishers in content and form, together with such illustrations as may mutually
be deemed desirable, ~~in final form for reproduction~~; it being mutually understood that
the Publishers have the right to make such editorial changes as they may deem neces-
sary, subject only to the Author's approval when in final form. ~~This provision as to~~
~~date of delivery of the manuscript may not be breached without breach of this contract~~
~~as a whole, unless such breach is by written consent of the Publishers.~~ It is further
agreed that the index thereto shall be prepared by the Author and/or at his expense,
and that the Author agrees to read and correct all galley proof, page proof and, if
required, cast proof, and to exercise due promptness in the handling of such proofs.

Author's
Alterations

FOURTH: That should the Author make or cause to be made any alterations in
type, illustrations or plates after the manuscript is in type which shall exceed ten
percent (10%) of the cost of composition and plates, exclusive of the cost of said
alterations, such alterations shall be charged to and paid for by the Author.

Royalties

FIFTH: That the Publishers agree to pay unto the Author or his legal represen-
tatives or assigns, on the copies sold within the United States, a royalty of twelve and
one-half percent (12 $\frac{1}{2}$ %) of the college textbook retail price on the first
five thousand (5000) copies sold; and fifteen percent (15%) of the college
textbook retail price on copies sold thereafter; with the provision that
on a revision entailing fifty percent (50%) of new composition or a cost
of composition equal to fifty percent (50%) of the original composition,
the royalty shall revert to the original basis;

and on copies sold outside of the United States, a royalty of ten percent (10%) of the
net wholesale price obtained by the Publishers for such copies. No royalty shall be
paid on any copies destroyed by fire or water or acts of God, or given away to further
the sale of the work, or stolen or lost in transit, or as a result of uncollectible accounts.

Foreign
Editions
and
Subsidiary
Rights

SIXTH: That the net sum realized from the sale of rights of foreign translations,
or royalties accruing from printings in foreign countries in the English language, or
from the sale of the right to reprint extracts from the book for circulation in the
United States or abroad, or from the sale of serial, motion picture, radio, television or
other rights is to be divided equally between the contracting parties.

Overstocks

SEVENTH: That if the Publishers at any time have on hand an excess of stock
which, in their judgment, is not salable on the usual terms in a reasonable time, they
may sell such copies at the best price they can secure. If such stock is sold at or below
the Publishers' cost, no royalty shall be paid to the Author on such sales. If such
stock is sold above the Publishers' cost, the royalty shall be one-half the difference
between cost and sales price.

Author's
Copies

EIGHTH: That the Publishers agree to present to the Author upon publication six
(6) free copies of said work and to permit the Author to purchase further copies for
his own use at a discount of twenty-five percent (25%)-- -- of the retail price.

Competing
Works

NINTH: That the Author agrees not to publish or permit to be published without
the written consent of the Publishers any other book on this same subject written or
edited by him that will injure the market made for this book, nor publish or cause to
be published any other edition of this book revised, corrected, abridged or otherwise.

Revised
Editions

TENTH: That the Publishers shall have the right to call upon the Author to revise
the work when, in the judgment of the Publishers, such revision is essential and neces-
sary to meet market demands and requirements, and the Author agrees to undertake
and complete within ~~one year~~ ^{two years} the work of revision when called upon to do so by the
Publishers. Should the Author, after reasonable request, be unable or for any reason
fail to provide such revision, or in the event of the death of the Author, the Publishers
may have the necessary revision prepared by competent authority and the cost of such
revision shall be charged against the Author's royalty account or against royalties that
may be due to estate or assigns. It is understood that such revision, if prepared by
outside authority during the Author's lifetime, shall be subject to review and approval
by the Author. When revised or enlarged new editions are published and copies of
previous editions remain unsold, the Publishers have the right to destroy or sell such
stock at or below cost without the payment of royalty.

Annual Sale
of Less Than
250 Copies

ELEVENTH: That for the purpose of keeping the said work in print and circulation as long as possible, the Author agrees that, if in any one year the sales do not exceed a total of two hundred and fifty (250) copies and if such sales are made from a printing of one thousand (1000) copies or less, he will accept one-half of the designated royalty on such sales.

Assignment

TWELFTH: That by written notice of either party to the other this agreement may be assigned as a whole, and the assignees thereto shall have all the rights and remedies of the assignor.

Date of
Payment
of Royalties

THIRTEENTH: That the Publishers shall make up annually, as of December thirty-first, the account of sales for the yearly period immediately preceding, and shall render a statement of the same and make a settlement in cash of any amount due the Author or his legal representatives or assigns in the month of February following, except that when total sales in any one accounting period aggregate less than fifty copies no report need be rendered by the Publishers until the succeeding accounting period, or until such accounting period as the accumulated unreported sales shall total in excess of fifty copies.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this Tenth day of September Nineteen Hundred and Sixty-two.

Lester A. Sandus
Witness Treas.

D. VAN NOSTRAND COMPANY, INC.
by [Signature] President
Party of the First Part

Witness

Party of the Second Part

Witness

Party of the Second Part