

SCHOOL OF AMERICAN RESEARCH

POST OFFICE BOX 2188
SANTA FE, NEW MEXICO 87501

March 26, 1972

DOUGLAS W. SCHWARTZ
DIRECTOR

TELEPHONE
505-983-4629

Miss Laura Gilpin
409 Camino del Monte Sol
Santa Fe, New Mexico 87501

Dear Miss Gilpin:

This is to confirm our agreement with you relating to the writing and publication of a photographic study of the Canyon de Chelly area and the Navajo people of that area (hereinafter referred to as "the book").

1. We are granting to you a two year fellowship in the total sum of \$12,000 in order to permit you to do the necessary research, writing and photography for the completion of the book. This sum shall be paid as follows: \$2,000 upon execution hereof, the receipt of which you hereby acknowledge; \$1,000 with the first day of each alternate month commencing July 1, 1972, and continuing for eight payments; and a final payment upon the completion and delivery to us of the full and complete manuscript, including photographs of the book. You agree to complete and deliver the manuscript, including photographs, on or before the expiration of two (2) years from the date hereof.

2. It is intended that the \$12,000 payment include payment for all of your expenses in connection with the necessary research and writing, including, but not limited to, your travel expenses, vehicle rental, airplane rental, payment for an assistant, photographic supplies and the like. Accordingly, if at any time the amount paid to you is not sufficient to meet your expenses to that point we assure you that we will give good faith consideration to accelerating the rate of payment set forth above to the end that all of your expenses can be met out of the grant.

3. You hereby grant and assign to us all rights of every kind and nature whatsoever in and to the book and the copyright therein, including but not limited to the sole and exclusive right to print and sell the book in all languages throughout the world during the full term of copyright and all renewals and extensions thereof.

4. In connection with the publication of the book, we agreed to consult with you with respect to its design and development, recognizing your strong interest in the publication of a work of the highest quality. If we should elect not to publish the book ourselves, we shall endeavor to secure another publisher and all of the terms and conditions hereof shall apply as well to such other publisher. If we elect not to publish the book, and if we are unable to secure a publisher within one year from the

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completion and delivery to us of the final manuscript, you shall be free to attempt to secure a suitable publisher and we agree to enter into an appropriate agreement with any mutually satisfactory publisher secured by you.

5. It is understood that if publication is undertaken, it will be published at the entire expense of the publisher, and without additional cost to you. The publisher shall have the right to determine the price at which the book will be offered for sale.

6. We shall pay, or cause to be paid, to you the following royalties:

(a) On all copies of the work actually sold by the publisher in hard cover, 15% of the wholesale price of the book.

(b) On all copies of the work actually sold by the publisher in soft cover, 10% of the wholesale price of the book.

(c) No royalties shall be payable on copies returned or not paid for, review copies, copies given or sold to you, and copies used for advertising or sample or like purposes.

(d) The royalties shall be payable to you only during your lifetime and our obligations under this agreement shall cease upon your death.

(e) We will submit, or cause to be submitted, to you during the month of February and during the month of August of each year a semi-annual statement of account of sales for the six-month period ending December 31 and June 30 respectively, and shall accompany each such statement with payment of amount due to you as shown thereon. After the first three years of publication, such accounting statement shall be submitted annually in February of each year for the preceding year. You or your accountant shall have the right to examine the publisher's records relating to sales at any time during normal business hours.

(f) In the event of any sale, lease, license or other disposition of any rights in the book other than the book publication rights, you shall be entitled to receive one-half of the net proceeds from any such sale, lease, license or other disposition.

7. You agree to read proofs of the book promptly and return them to the publisher. You will be responsible for the completeness and accuracy or corrections and will be charged with the costs of all alterations in the proofs (other than those resulting from printer's errors) to the extent that the cost of such alterations exceeds 10% of the cost of composition. Such costs will be deducted from the first royalty payments due to you.

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8. Although we agree to consult with you with respect to the title, design and production of the book and to give good faith consideration to your views and comments, in the event of any disagreement all decisions relating to the publication and design of the book shall be made by us.

9. You agree that you will not publish any new work or furnish to any other publisher a work on the same subject that will or may conflict with the sale of the book.

10. We will supply you with ten copies of the book without charge. Additional copies for your use will be furnished to you at a 40% discount from the catalog retail price.

(a) The address for notices and payments to you is that given above. Our address appears below. Either party may designate a different address for notices or payments by notice in writing to the other party.

(b) No modification of this agreement shall be valid or binding unless in writing and signed by the parties.

(c) You agree to execute such other instruments as may be appropriate or necessary to effectuate the intent of this agreement.

(d) This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

If the foregoing correctly sets forth your understanding of our agreement, please so indicate by signing in the space provided below. We look forward to a happy association and a most successful book.

Sincerely,

SCHOOL OF AMERICAN RESEARCH

by Douglas W. Schwartz
Douglas W. Schwartz, Director
P. O. Box 2188
Santa Fe, New Mexico 87501

DWS:jb

AGREED AND ACCEPTED:

Laura Gilpin
Laura Gilpin