A G R E E M E N T

Author and Publisher

AGREEMENT entered into this 27th day of January, 1920 by and between Ida M. Tarbell residing at 132 East 19th Street, New York, New York, hereinafter referred to as "AUTHOR," and The Engineering Magazine Company, a corporation organized and existing under and by virtue of the laws of the state of New York, having an office at No. 116-120 West 32nd Street, in the City, County and State of New York, hereinafter referred to as "PUBLISHER," WITNESSETH:

WHEREAS, the AUTHOR represents and warrants that she is the sole and exclusive author and owner of, and has the sole and exclusive right to dispose of, all existing copyright and other rights in connection with the printing, re-printing, publishing, copying, and vending of a certain new work, referred to herein as DUNLAP'S HANDBOOK (of Women in Industry, Edited by Ida M. Tarbell), and that said work is to be original and in no way an infringement of any existing copyright, and that said work will contain no libelous matter; and

WHEREAS, the Publisher, relying on said representations and warranties, desires to obtain the sole and exclusive right and privilege to print, reprint, publish, copy, and vend said work;

NOW, THEREFORE, the Author and the Publisher in consideration of the premises as hereinafter set forth, and of other good and valuable considerations, mutually agree as follows:

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THE AUTHOR AGREES:

(1) That she hereby grants and assigns to the Publisher, under the conditions set forth hereinafter, the sole and exclusive right and privilege to print, reprint, publish, copy, and vend said work, referred to as DUNLAP'S HANDBOOK, throughout the world, for the term of any copyright or renewals or extensions thereof which have or may be granted, together with all rights and privileges incident thereto;

(2) That she will deliver to the Publisher the complete manuscript for said work including copy suitable for illustrations in proper reproducible form together with any and all permissions to reproduce the same or assignments of copyrights thereof which

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WHEREAS, the AUTHOR represents and warrants that she will undertake to write and edit a proposed new work, to be published under some such title as "Dunlap's Handbook of Women in Industry, edited by Ida M. Tarbell" referred to herein as DUNLAP'S HANDBOOK, and that said work is to be original and in no way an infringement of any existing copyright, and that said work will contain no libelous matter; and

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may be necessary or required by the Publisher, all at the expense of the Publisher, except those portions of the manuscript to be written by the Author herself.

(3) That she hereby grants to the Publisher, under the conditions set forth hereinafter, the sole and exclusive right and privilege of using her name, portrait, and reputation for advertising and publicity in connection with said work during the period set forth, and to make and publish such stories and extracts in connection with said work, during the period set forth, as shall be necessary in the judgment of the Publisher to market said work to the best advantage;

(4) That she hereby represents and warrants that she has not executed and that she will not execute any instruments or grant any rights or privileges inconsistent with the rights and privileges granted herein to the Publisher, and that she will not prepare, edit, publish or cause to be prepared, edited or published, either directly or indirectly, in her name or otherwise, anything which may interfere with the sale of said work by the Publisher during the period set forth;

(5) That she will revise said work or co-operate with the Publisher in the revision of said work, in order that successive editions may be kept up with the advance in knowledge of the subject, upon reasonable notice by the Publisher; and

(6) That she will execute any further papers and perform any and all acts necessary or required by the Publisher to carry into full force and effect the rights and privileges granted herein, and to facilitate the successful production and marketing of said work;

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THE PUBLISHER AGREES:

(7) That it will reproduce, publish, advertise, and distribute said work in suitable book form at its own expense and use all reasonable efforts to market the same;

(8) That in all advertisements of said work it will display the name of the Author;

(9) That it will pay to the author the sum of $1,200.00 for twelve special articles to appear in INDUSTRIAL MANAGEMENT, The Engineering Magazine, beginning about May or June, 1920, to be written by the Author and to be published as an introduction to the proposed DUNLAP'S HANDBOOK; and during the publication of these special articles, or before, the Publisher will advance all sums necessary for the preparation of the manuscript for the proposed work. After the publication of the first edition of

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DUNLAP'S HANDBOOK, and during a period of two years thereafter, the publisher will pay to the author a royalty of 10% of all amounts received by it from the sale of the said work during the said period of two years. At the end of that period, the question of royalty to be paid to the Author by the Publisher is to be taken up and determined by voluntary agreement between them, or by arbitration as hereinafter provided.

(10) That as soon as possible after the 31st day of December in each year during the term of this agreement and not later than sixty days thereafter, it will mail to said Author, postage prepaid, at the Author's last known address, a statement of the gross receipts received by it from said work for the year ending on said 31st day of December accompanied by payment of the amount shown to be due by said statement in accordance with the preceding section herein numbered "9."

(11) That it will furnish the Author 12 copies of said work free of charge, and give said Author a discount of 25% (25 per cent) on any additional copies said Author may wish to purchase, no royalty to become due or to be paid on any such copies.

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THE AUTHOR AND THE PUBLISHER AGREE:

(12) That copyright for said work shall be taken out in the name of Ida M. Tarbell and shall then be assigned to the Publisher and become the Publisher's sole property;

(13) That the Author may alter the matter of said book in the proofs thereof, on condition that all charges for alteration are to be borne and paid by the Publisher.

(14) That the Publisher is to use its judgment in the distribution of presentation copies for reviews, notices, or to promote the sale of said work, no royalty to become due or to be paid on any such copies;

(15) That the Publisher shall be the sole owner of all plates, mats, or other articles used in printing, reproduction, and preparation of said work in book form and for distribution; and

(16) That this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, or legal representatives of the parties hereto.

(17) Finally, it is mutually agreed that any difference that may be raised in the future between the parties hereto, whether as to the terms of this agreement or in connection with the work of editing, preparing and publishing the said DUNLAP'S HANDBOOK,

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shall be submitted to arbitrators to be selected as follows, namely: One arbitrator to be selected by the author or her legal representative, one arbitrator to be selected by the publisher or its legal representative, and the two so selected selecting the third arbitrator. The decision of such arbitrators as to such difference shall be final, conclusive and binding with the parties hereto, and none of the parties to this agreement shall have any cause of action hereunder until such arbitrators shall have made an award.

IN WITNESS WHEREOF, said Author hereunto has set her hand and seal and said corporation has caused this instrument to be executed by its duly authorized officers, the day and year first above set forth.

.....(L.S.)

Witness-Reginald Gordon

THE ENGINEERING MAGAZINE COMPANY.

By John R Dunlap
President.

M. T. Stauder
Secretary

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