

ВСЕСОЮЗНОЕ АГЕНТСТВО ПО АВТОРСКИМ ПРАВАМ

ВААП

СССР, 103104, МОСКВА, К-104, Б. БРОННАЯ, 6а. ТЕЛЕКС: 7627 AVTOR SU
ТЕЛЕГРАФ: МОСКВА, АВТОР. ТЕЛЕФОН: 203-45-99



VSESOJUZNOJE AGENTSTVO PO AVTORSKIM PRAVAM

VAAP

USSR, 103104, MOSKVA, K-104, B. BRONNAJA, 6a. TELEX: 7627 AVTOR SU
CABLES: MOSKVA, AVTOR. TELEPHONE: 203-45-99

THE COPYRIGHT
AGENCY
OF THE USSR

L'AGENCE
DE L'URSS
POUR LES DROITS
D'AUTEUR

ALLUNIONSAGENTUR
FÜR URHEBERRECHTE
DER UdSSR

LA AGENCIA
DE LA URSS
PARA DERECHOS
DE AUTOR

"28" May 1975 N-4024/3

The Ventuno Press,
P.O.Box 40321,
Cincinnati, Ohio 45240,
U.S.A.

Dear Sirs:

The "Mir" Publishers, Moscow are interested in translating and publishing in Russian of "The New Heat Transfer, eugene f.adiutori", 1974.

The book is expected to be published in 1976 in 5,000 copies at the retail price of 1.70 roubles approximately.

Herewith we are enclosing in triplicate the draft agreement for acquisition of rights to translate and publish in Russian the above book.

In case you will find the terms and conditions of the draft agreement acceptable, please sign it and return all the copies to us.

Sincerely yours,

Yu. GRADOV

Director, Export & Import
Department

AGREEMENT

Moscow.....

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The Publishing House....."Mir", Moscow, USSR.....
....., hereinafter referred to as "PUBLISHER",
represented by Director.....Sosnovsky S.G.
....., acting on the basis of the Statute of the Publishing
House, and the author-(successor)..."The Ventuno Press.....
Cincinnati, USA.....
hereinafter referred to as "COPYRIGHT OWNER", with the Copy-
right Agency of the USSR acting as an intermediary, herein-
after referred to as VAAP, have hereby agreed as follows:

1.

The COPYRIGHT OWNER grants the PUBLISHER the right to
translate into....Russian.....language
for publication and distribution in the territory of.....
.....throughout the world.....the work.....the collection.....
.....entitled.....(form of the
work, author)....."New Heat Transfer,
eugene f. adiutori".....consisting of.....25.....
.....signatures.^{ab}

2.

PUBLISHER undertakes to publish the work in full con-
formity with the terms and conditions of the present Agree-
ment within.....²⁴.....months as of the date of signing
the Agreement.

Within the term of validity of the Agreement PUBLISHER
shall be entitled to publish new editions of the work with-

3.

After signing the Agreement the COPYRIGHT OWNER shall furnish the PUBLISHER free of charge with the original of the work in^{two}..... copies.

4.

PUBLISHER shall guarantee the translation and publication of the work in full conformity with the original and shall have no right without the COPYRIGHT OWNER's consent thereto to make any amendments, abbreviations or additions to the work, nor to change the name of the author or the title of the work.

5.

All expenses in connection with the translation, publication, advertising and distribution of the work shall be borne by the PUBLISHER.

PUBLISHER shall determine the retail price of the work and other conditions of its distribution.

6.

PUBLISHER shall inform the COPYRIGHT OWNER in writing of the appearance of the work and shall simultaneously send him^{five}..... copies of the book (pamphlet) free of charge.

7.

The COPYRIGHT OWNER undertakes within the term of validity of the Agreement not to grant anybody the right to publish in^{Russian}..... the work, submitted to PUBLISHER hereunder.

8.

For the rights granted under the Agreement PUBLISHER undertakes to pay the COPYRIGHT OWNER the remuneration in accordance with the rates and rules acting in the USSR in

the amount of1125 (lump sum)..... roubles
per signature, for the first publication of the work in
translation.

Note: a signature equals 40,000 ems.

The exceeding of the norms of the number of copies fixed
by the normative acts as well as new editions shall be paid
for in accordance with the legislation effective in the USSR.

The payment stipulated hereunder shall be effected through
the Copyright Agency of the USSR within 60 days after the
publication of the work in..... US dollars
(currency)
at the official rate of exchange of the State Bank of the
USSR then operating.

VAAP shall deduct 10 % out of all remuneration sums as
consideration for intermediation.

The income tax and other dues levied in the territory
of the USSR shall be taken off the remuneration sums (after
deduction of 10 % commissioning fee in favour of VAAP).

9.

Special terms:

- a)-----
(possibility of translating the work into other languages, etc)
- b)-----
(advance payment)
- c)-----

10.

If due to the circumstances independent to the COPYRIGHT
OWNER the translation of the work is not published within the
term stipulated in item 2 of the Agreement, the COPYRIGHT
OWNER shall have the right to terminate the Agreement and
retain the advance paid to him, if the payment took place
in accordance with item 9 of the Agreement.

11.

PUBLISHER shall be entitled to convey the rights and obligations stipulated in the present Agreement in full or in part to other Soviet organizations with a notice to the COPYRIGHT OWNER and VAAP there about.

12.

The Agreement shall come into force from the date of its signing and shall be valid for the period of...**five years**.....

.....
(the term is to be indicated)

13.

All the differences and disputes which may arise out of the present Agreement or in connection therewith shall be settled by direct discussions between the parties.

Should such discussions give no results, the dispute shall be submitted to the Foreign Trade Arbitration Commission at the USSR Chamber of Commerce and Industry in Moscow for settlement in accordance with the rules of procedure of this Commission.

The decisions of the arbitration are final and binding upon both parties.

The parties will not refer to courts of law.

14.^{ab}

Amendments and supplements to the Agreement shall be valid provided they are made in writing and duly signed by the parties and VAAP.

15.

After signing the present Agreement the previous negotiations and correspondence on the questions settled by the Agreement shall become null and void.

The present Agreement is signed in **three**.....copies,
each copy in **English**.....~~and~~.....
~~languages, both texts being authentic.~~

The legal addresses of the parties:

PUBLISHER: **2. Pervy Rzhsky per. Moscow I-110, USP, USSR**

COPYRIGHT OWNER: **P.O.Box 40321, Cincinnati, Ohio 45240, USA**

VAAF: **6a Bolshaya Bronnaya, Moscow, IO3104, USSR.....**

Signatures:

PUBLISHER:

VAAF:

COPYRIGHT OWNER:

Ray F. White
6/6/75
The Venture Press