

## THE WYLIE AGENCY (UK) LTD

Memorandum of Agreement made this 8<sup>th</sup> day of June 2023

Between **Siddhartha Mukherjee**  
c/o The Wylie Agency (UK) LTD, 17 Bedford Square, London WC1B  
3JA, England  
(hereinafter called the “Author”) of the one part

And **MASARYKOVA UNIVERZITA NAKLADATELSTVÍ**  
**MUNIPRESS, Žerotínovo náměstí 9, Brno,, 601 77, Czech Republic**  
(hereinafter called the “Publishers”) of the other part

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

**THE SONG OF THE CELL (Work 1)**  
**THE EMPEROR OF ALL MALADIES (Work 2)**  
**THE GENE (Work 3)**  
(hereinafter collectively called the “Works”)

### 1. Grant of Rights

The Author hereby grants to the Publishers the exclusive right to print, publish and sell the Works in complete **hardcover, trade paperback** and **E-Book** (as defined in Clause 4(b)(ii) below only) formats only, in the **Czech** language throughout **the World**.

### 2. Term of Licence

This Agreement shall be valid for a period of **7** (seven years) from **the date of this Agreement**, and all rights herein granted shall revert automatically to the Author on **8<sup>th</sup> June 2023**, unless rights have already reverted under any other clause in this Agreement.

### 3. Advance

a) The Publishers shall pay to the Author a non-returnable advance of:  
**\$5,000** (five thousand US Dollars) **on signature of this Agreement**  
on account of all monies which may become due under the terms of this Agreement.

The apportionment shall be:

**\$3,750** (three thousand seven hundred and fifty US Dollars) for **Work 1**  
**\$625** (six hundred and twenty-five US Dollars) for **each of Works 2 and 3**.

b) **For the avoidance of doubt, it is understood and agreed that the advance payable under Clause 3 a) above shall exclude any applicable VAT or sales tax.**

### 4. Royalties

a) The Publishers shall pay to the Author the following royalties calculated on the full published retail price of each and every copy of the Works sold in:

***Hardcover/Trade Paperback edition:***

**15%** (fifteen per cent) **on all copies sold.**

**b) (i)** The Publishers shall pay to the Author the following royalty on all of the Publishers' **E-Book** editions of the **Works**, calculated on the net amount received\* by the Publishers: **25%** (twenty-five per cent) **on all E-Book sales of the Works**.

\* As used herein the "net amount received" shall be defined as the gross amount minus VAT and the discount (if any) offered in the sale.

**(ii)** For the purposes of this Agreement "E-Book" shall be defined as a digital version of the verbatim content of the complete Works only (i.e. including, as the case may be, text, illustrations, drawings, charts, Table of Contents, source notes, bibliography, captions and any other supplementary material) that bears the imprint of the Publishers, and that, in exchange for a payment from end users, is made accessible to end users on a controlled basis as a discrete product via downloading by the end user for reading on a computer or similar device.

**(iii)** It is understood and agreed that the Author or his representative shall have the right to request a review of the royalty terms set forth in sub-clause 4(b)(i) above at any time **2** (two) years following first E-Book publication of the Works under this Agreement. Should the parties fail to reach agreement within **30** (thirty) days of the Author's or his representative's request for a review of the royalty terms set forth in sub-clause 4(b)(i) above then upon written notice of the Author or his representative all E-Book rights in the Works shall revert to the Author.

**(iv)** Should, based on the information contained in the Author's most recent annual royalty statement, the average per-copy earnings of an E-Book edition of a Work be less than the average earnings of the most current print edition of that Work, upon the Author's notice the Publishers shall cease exploitation of E-Book rights in that Work again unless and until it can ensure that E-Book sales shall not earn fewer royalties on a per-copy basis than the print edition.

## **5. Publication**

**a)** It is understood and agreed that the Publishers currently have **Works 2 and 3** in print and shall re-print as necessary and in accordance with Clause 17 (a)(iii) hereunder such that Works 2 and 3 are available for sale through normal trade channels for the duration of this Agreement. On each and every re-printing of Works 2 and 3 the Publishers shall promptly inform the Author of the retail price and of the number of copies in that printing. Should the Publishers fail to re-print their editions of Works 2 and 3 and/or to publish new editions of Works 2 and 3 in accordance with the terms of this Agreement, 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.

If the Publishers produce new editions of Works 2 and 3, the Publishers shall promptly inform the Author of the exact publication date of that Work, its retail price and of the number of the copies in the first printing and all subsequent printings of each new edition.

**b)** The Publishers undertake to publish their first trade paperback edition of **Work 1**, under an imprint to be mutually agreed upon, within **24** (twenty-four) months of the date of this Agreement. Should the Publishers fail to publish their first 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.

The Publishers shall promptly inform the Author of the exact publication date of the Work and of its retail price and of the number of the copies in the first printing and all subsequent printings of each edition.

**c)** The Publishers shall promptly inform the Author of the exact publication date of the E-Book edition of the Works upon publication of such edition and shall provide a working electronic link to a website where the E-Book edition may be purchased.

## 6. Accounting

a) It is understood and agreed that all revenue received by the Publishers prior to 1<sup>st</sup> January 2023 with respect to Works 2 and 3 shall be accounted for in accordance with the previous agreement therefor. As of 1<sup>st</sup> March 2023, all revenue received by the Publishers with respect to the Works shall be accounted for in accordance with this Agreement.

b) It is understood and agreed that royalty revenue due to the Author for each Work shall be separately accounted against the advance apportioned to each respective Work as specified in Clause 3 above. The Publishers shall make up accurate and complete accounts of all sales and stock remaining of the Works to 31<sup>st</sup> December in each year, regardless of whether the advance has been recouped, and shall deliver such accounts and pay all monies due to the Author, plus any applicable VAT or sales tax, within 3 (three) months thereafter. Should the Publishers fail to pay all monies due to the Author within the time specified herein then the Publishers shall be liable for the additional payment of interest on the overdue amount calculated at the US prime rate +1% (plus one per cent).

c) Each accounting shall contain the following information for each and every edition of the Works: the number of copies per printing of the Works, the number of copies of the Works sold during the royalty accounting period, the retail price of all copies sold, and the applicable royalty percentage.

d) The advance due under the terms of the Agreement shall be paid in \$ (US Dollars).

e) It is understood and agreed that the Publishers may not set aside reserves against returns in their royalty statements.

## 7. Translation

a) The Publishers shall guarantee a high-quality translation of the Works. The translation (including the title) of Work 1 shall be made faithfully and accurately by a translator of the highest standard. The Publishers shall use the translation of Works 2 and 3 already in existence and published by the Publishers. No additions, deletions, abridgements or alterations in the text, photographs or titles may be made without the prior written approval of the Author.

b) The Publishers shall submit their choice of translator of Work 1 to the Author.

c) The Publishers shall submit their translations of Work 1 to the Author for his written approval and shall work closely with the Author in every respect with regard to the translation. The Author shall be allowed 5 (five) weeks from receipt of each translation to respond.

d) The Publishers hereby agree that upon expiration of this Agreement they will license the translations of the Works in accordance with the wishes of the Author.

## 8. Copyright

The Publishers undertake to print in each copy of the Works the copyright notice required by law and the **Universal Copyright Convention** as follows:

THE SONG OF THE CELL  
**Copyright © 2022, Siddhartha Mukherjee**  
**All rights reserved**

THE EMPEROR OF ALL MALADIES  
**Copyright © 2010, Siddhartha Mukherjee**  
**All rights reserved**

THE GENE  
**Copyright © 2016, Siddhartha Mukherjee**  
**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 titles of each Work in its original language on the back of the title page and in all E-Book editions of that Work and the name of the Author shall appear in its customary form on the title page, in all E-Book editions of the Works and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the Works issued by the Publishers or their agents.

## **10. Jacket/Cover/E-Book Design and Copy**

The Author shall have approval over the jacket/cover design and all jacket/cover copy of all Publishers' editions of the Works and over the on-screen 'cover' design and all on-screen 'cover' copy of all E-Book editions of the Works and shall be given **10** (ten) working days from receipt of material to respond. If at any time the Author requests that such elements of an existing edition of a Work be revised, the Publishers shall make best commercial efforts to do so according to a schedule to be mutually agreed.

## **11. Complimentary Copies**

On publication of the Works, the Publishers shall send **6** (six) free copies of each edition to the Author at the following address: **133 West 17th Street, PHB, New York, NY 10011** and **1** (one) free copy will be sent to **The Wylie Agency (UK) LTD** together with a note of the number of copies printed and the published price. At the Author's option, the Author may purchase additional copies at the Publishers' 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 first date of publication of the Works, 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 or listings of any kind or for any other book other than by the Author in any edition of the Works or on the jacket/cover without the Author's prior written approval.

## **14. Reservation of Rights**

All other rights in the Works, whether now existing or which may hereafter come into existence, including but not limited to any electronic version rights other than E-Book rights (as defined in sub-clause 4(b)(ii) above only) which are not specifically granted to the Publishers in this Agreement, are reserved by the Author.

## **15. Additional Material**

Unless otherwise specified herein, the rights to reproduce any illustrations and/or quoted matter from the original edition of the Works are not granted in this licence.

## **16. Motion Picture Excerpts**

The Publishers who have no interest or control of motion picture rights agree that a film or television company shall have the right to print and publish in the **Czech** 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 Works.

## **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.

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

- i) If the Publishers are declared bankrupt or take advantage of any insolvency law;
- ii) If the Publishers fail to render payments and/or accounts of sales as agreed in Clauses 3, 4 and 6 above;
- iii) If at any time after the date of publication of the Works, the Publishers allow the print edition(s) of any Work to go out of print for a period of **3** (three) months or off the market to the extent of having fewer than **150** (one hundred and fifty) copies of their print edition in stock; the availability of an E-Book edition of that Work shall have no effect on the interpretation of this sub-clause;
- iv) If after **3** (three) years from the first publication of any Work by the Publishers fewer than **100** (one hundred) copies of the print edition(s) of that Work are sold at not less than the original published price in any year;
- v) If the Publishers violate any terms of this Agreement;
- vi) If the Publishers fail to protect the copyright of the Works as provided in Clause 8 hereof.

b) Upon termination of this Agreement pursuant to either sub-clause 17(a)(iii) or 17(a)(iv) above, or within the **6** (six) months immediately preceding expiration of the Agreement on the date set forth in Clause 2 above, the Publishers may request by written notice to the Author a right to sell off any remaining stock of the Works subject to the continued accounting and payment of such sales and royalties to the Author in accordance with the Agreement. The Author may grant or deny such permission at his sole discretion, and the Publishers may not proceed to sell any of their remaining stock after the date of termination without the Author's or The Wylie Agency's prior written consent.

## 18. Assignment

The rights herein granted are assigned to the abovementioned 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 Works. 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%** (plus one per cent) within **30** (thirty) days of such discovery and, in addition, will bear the cost of the audit.

## 20. Agency

All sums of money due to the Author under the terms of this Agreement shall be paid to the Author's agent, **The Wylie Agency (UK) LTD, 17 Bedford Square, London WC1B 3JA (XXXXXXXXXX Account No: XXXXXXXXXXXX, Swift Code XXXXXXXXXXXX, IBAN: XXXXXXXXXXXX)**, and the receipt of said agent shall be a good and valid discharge of all indebtedness; and the said agent is hereby empowered to act as the Author's agent on the Author's behalf in all matters arising from and pertaining to this Agreement. 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 per cent) as an agency, plus any applicable VAT or sales tax, 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 in the United States 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 Works 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. The provisions of this clause shall survive the termination and/or expiry of this Agreement in perpetuity.

**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.

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FOR THE AUTHOR

DATE: 18 January 2024

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FOR THE PUBLISHERS

DATE: 13.02.2024