

No. 18035

**UNITED STATES OF AMERICA
and
UNION OF SOVIET SOCIALIST REPUBLICS**

Agreement relating to copyright licence (with supplemental agreement). Signed at Washington on 21 March 1978

Authentic text: English.

Registered by the United States of America on 14 November 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord relatif à la cession de l'exploitation du droit d'auteur
(avec accord supplémentaire). Signé à Washington le
21 mars 1978**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 14 novembre 1979.

AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO COPYRIGHT LICENSE

This is an Agreement made this 21st day of March 1978, between the Copyright Agency of the USSR (hereinafter VAAP) and the National Technical Information Service, United States Department of Commerce, USA (hereinafter NTIS) concerning the translation and publication in English of copyrighted Soviet books.

1. VAAP hereby grants to NTIS the nonexclusive right to translate or have translated into English, to publish in paper copy and microfiche form as separate books or as parts of other publications, and to sell throughout the world the copyrighted Soviet books or portions thereof specified in the Supplemental Agreements attached to this License Agreement and made a part hereof. Microfiche form should be made only from paper copies translated in English by NTIS.

2. (a) NTIS shall select copyrighted Soviet books which it desires to have translated into English either in whole or in part. With respect to each selected book, NTIS shall transmit a request to VAAP by letter or cable seeking approval for the translation, publication, and sale of that selected Soviet book.

(b) Each request submitted [to] VAAP by NTIS shall specify whether the selected Soviet book is to be translated, published, and sold in its entirety or in part. Where only a part of a selected Soviet book is to be translated, published, and sold, the NTIS request shall specify exactly which portion of the Soviet book is to be translated and in what form it will be published and sold by NTIS.

(c) Within fifteen (15) working days of receipt of a request from NTIS for permission to translate, publish, and sell a particular copyrighted Soviet book or portion thereof, VAAP shall notify NTIS by letter or cable whether it grants or denies NTIS permission to publish the selected Soviet book. Where NTIS requests permission by cable, VAAP shall reply by cable. VAAP hereby assures NTIS that it will exercise its best efforts to review and render a determination regarding all NTIS requests in an expeditious manner.

(d) Upon receipt of permission from VAAP to translate, publish, and sell a particular copyrighted Soviet book, or portion thereof, NTIS may immediately commence publication of that copyrighted Soviet book pursuant to the provisions of this Agreement. NTIS agrees, however, that it will promptly execute and forward to VAAP a Supplemental Agreement, in the form shown as Supplemental Agreement No. 1, covering that particular copyrighted Soviet book. Where permission to translate, publish, and sell only a part of a particular Soviet book has been granted by VAAP, the Supplemental Agreement executed by NTIS shall indicate precisely which part of the entire book is available for publication by NTIS. The Supplemental Agreements executed by the parties shall be attached to this Agreement and shall become a part thereof.

3. NTIS agrees that English translations of the selected Soviet books or portions thereof specified in the attached Supplemental Agreements shall be accurate, high-quality translations of the original Soviet works.

¹ Came into force on 21 March 1978 by signature, in accordance with section 13.

Further, NTIS agrees that no additional material in the form of prefaces, comments, or postwords shall accompany the English translations of the books or parts of books nor shall variations from the text of the original Soviet work be made in the English translation without the prior written consent of VAAP.

4. VAAP reserves the right to grant to other publishers the nonexclusive right to publish English translations of the books or parts of books for which separate Supplemental Agreements have been signed.

5. NTIS agrees to publish English translations of the books, either in whole or in part, covered by the attached Supplemental Agreements within two (2) years from the date of initial publication of each such book in the Soviet Union. NTIS will continue to sell English translations of these books as long as a reasonable buyer demand for such publications exists. Should the copyright owners of a book (or portion of a book) for which a separate Supplemental Agreement has been executed decide to change their decision concerning their previous consent for publication of their book (or portion of the book), NTIS agrees not to reprint the book (or portion of the book) although existing copies may continue to be sold until stock is exhausted. NTIS agrees that it shall not translate, publish, and sell any copyrighted Soviet fiction material whatsoever.

6. With respect to each book for which a Supplemental Agreement has been executed, NTIS shall place on the cover or on the page next following the cover or title page of the English translation of that book the following information:

- (a) Beneath the English title, the title written in Russian using Latin letters;
- (b) The name of the author;
- (c) The year and date of publication in the Soviet Union;
- (d) The full copyright notice of the Soviet copyright owner; and
- (e) The name of the Soviet publishing house written in Russian using Latin letters.

7. In consideration of the copyright license granted herein, NTIS shall pay to VAAP a royalty of seven percent (7%) of the retail price for each translated Soviet book which is sold by NTIS; provided, however, that where VAAP is required to collect a royalty greater than seven percent for sales of a particular book, the amount of such higher royalty rate shall be established on a case-by-case basis through negotiations between NTIS and VAAP. Where translations of books are sold by NTIS as parts of other publications, NTIS shall for the purpose of payment of royalties to VAAP determine the retail price of such books based on the proportionate relationship of the translated book to the entire publication and its retail price. Royalty payments shall be made annually by NTIS, not later than three (3) months after the end of each calendar year (December 31). All sums due VAAP shall be remitted by NTIS to the account of VAAP at the Bank for Foreign Trade of the USSR, Moscow. NTIS shall immediately notify VAAP that the payments have been made.

NTIS agrees to prepare and send to VAAP signed Supplemental Agreements covering all copyrighted Soviet books or portions of books which have been translated, published, and sold by NTIS before the effective date of the present Agreement. NTIS agrees that it shall pay to VAAP a royalty in the amount described herein for all its past sales of these books.

8. Simultaneously with royalty payments described in Section 7, NTIS will render to VAAP an annual report containing the following data:

- (a) Number of copies of each individual book or part thereof which has been sold by NTIS during the preceding calendar year;

- (b) The NTIS sale price for each book or part thereof; and
- (c) The amount of royalty due VAAP pursuant to this Agreement.

9. NTIS shall inform VAAP in writing of the appearance of the book or portion thereof and shall send to VAAP six (6) free copies of the translated edition of each book or portion thereof for the authors of the books and for VAAP.

10. All expenses incurred in connection with the translation, publication, promotion, and distribution of the books shall be paid by NTIS.

11. NTIS will act on its own behalf in all dealings with third parties in connection with the fulfillment of the present Agreement, and VAAP shall bear no responsibility for NTIS transactions with third parties.

12. All differences and disputes between the parties which may arise from the present Agreement or in connection therewith shall be settled by direct discussion between the parties or by some form of arbitration which is acceptable to both parties.

13. This present Agreement shall enter into force upon the date of its signing and shall continue in full force and effect for a period of five (5) calendar years counted from the effective date shown below. At the expiration of this initial five-year period, the Agreement may be renewed indefinitely for additional one (1) year periods. Should this Agreement expire and not be renewed, NTIS may continue to sell translations of the books for which Supplemental Agreements have been executed at the time of expiration for as long as a reasonable buyer demand for those publications exists, except as provided in Section 5, provided NTIS continues to make royalty payments to VAAP in accordance with the conditions of the present Agreement.

14. Either party may terminate the rights and obligations under this Agreement at any time upon ninety (90) days prior written notice to the opposite party. In case of termination of this Agreement, however, NTIS shall have the right to continue to publish and sell those books for which Supplemental Agreements have been executed at the date of termination, except as provided in Section 5. With respect to NTIS sales of books occurring after the date of termination of this Agreement, NTIS shall continue to make royalty payments to VAAP in accordance with the conditions of the present Agreement.

All amendments and supplements to the present Agreement are valid and binding on the parties provided they are made in writing and duly signed by authorized representatives of both parties. After the signing of the present Agreement, all previous negotiations and correspondence on the questions settled by the Agreement shall become null and void.

This Agreement shall be binding and have full force and effect upon the parties and their successors.

The effective date of this Agreement is March 21, 1978.

This Agreement is signed in two copies in English.

Legal addresses of the parties:

VAAP—Copyright Agency of the USSR
6a Bolshaya Bronnaya
Moscow 103104, USSR

NTIS—National Technical Information Service
Suite 620, 425 - 13th Street, N.W.
Washington, D.C. 20004

IN WITNESS THEREOF this Agreement has been signed by the parties hereto:

Signatures:

VAAP: V. MOCHALOV

G. O. TEREKHOV

Date: 21.03.78

The Copyright Agency
of the USSR

NTIS: [Signed]

PETER F. URBACH
Acting Director

Date: March 21, 1978

National Technical Information
Service, USA

SUPPLEMENTAL AGREEMENT No.1

The Copyright Agency of the USSR, hereinafter referred to as VAAP, and the United States Department of Commerce, National Technical Information Service, USA, hereinafter referred to as NTIS, have agreed as follows:

Pursuant to the License Agreement between VAAP and NTIS effective, _____, 1978, VAAP grants to NTIS the nonexclusive right to translate or have translated into English, to publish as a separate book or as a part of another publication, and to sell throughout the world the book (or portion _____ of the book) _____, by the Soviet author/editor _____ published in any of the languages of the USSR by _____ Publishing House in _____ dated _____.

NTIS estimates a sales quantity of _____ copies of the book which will be sold at an estimated price of \$_____.

This Supplemental Agreement shall be executed by VAAP and NTIS and attached to and made a part of the License Agreement referenced above.

The present Supplemental Agreement is made out and signed in two copies, each in English, both texts being authentic.

VAAP
(The Copyright Agency
of USSR)

Date:

NTIS
(National Technical Information
Service)

Date: