

# CENTER FOR THE STUDY OF CONTEMPORARY BELIEF

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## PRESIDENT

**Phillip L. Berman, M.T.S.**  
Harvard University

*There are always in the world a few inspired men  
whose acquaintance is beyond price.*

— Plato

## MEMORANDUM OF AGREEMENT

MADE THIS 18 day of August, 1984

between Admiral Elmo Zumwalt, Jr.

1500 Wilson Boulevard

Arlington, Virginia 22209

herein after called the Contributor, and the Center for the Study of Contemporary Belief, an educational research institute based in Santa Barbara, California, herein after called the Center.

### 1. Contributor's Grants

Being the sole proprietor of an unpublished essay to be printed in an anthology entitled BELIEF IN ACTION, the Contributor hereby grants and assigns solely and exclusively to the Center and its publishers throughout the world during the full term of copyright and all renewals thereof on the terms herein set forth the book and volume publishing rights in the English language in the said work and other rights therein as follows: first and second serial, foreign serial and translations, syndication, radio and broadcasting, mechanical recording and rendition, Braille, and microfilm.

### 2. Delivery of Essay

The Contributor agrees to deliver to the Center 1 legibly typed, double-spaced copy of an essay, approximately 2,000 words (no less than 1,800 words and no more than 2,200 words), and acceptable to the Center in content and form by January of 1984.

### 3. Copyright

The Center shall have the exclusive right to take out copyright in the name of the Contributor for the said work in the United States of America, as well as in any foreign country. The Center agrees to make timely renewal of the copyright to be secured for BELIEF IN ACTION in the United States, as well as in any foreign country where the anthology appears in print.

### 4. Contributor's Honorarium

The Center agrees to forward the Contributor or his/her duly authorized representative an eight hundred dollar honorarium within one year after the publication of the first English

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language edition of BELIEF IN ACTION, and this the Center assumes the Contributor will accept as full compensation for any and all rights which are provided for in this agreement.

#### 5. Center's Warranties

The Center hereby warrants to the Contributor that proceeds from all Center publications, including BELIEF IN ACTION, shall be used to further the two principal aims of the Center. These aims are as follows:

- (1) The publication of books, essays, articles, and reports which serve to foster cross-cultural understanding and tolerance.
- (2) To provide scholarships to students and professors working in the fields of either contemporary ideology, comparative religion, comparative philosophy, or the sociology of religion who, through their research, seek to isolate specific problems of cross-cultural misunderstanding with the intent of providing practical solutions for the problems they isolate.

#### 6. Contributor's Warranties

The Contributor hereby warrants to the Center that he/she is the sole proprietor of the essay discussed in article 1 and has full power to make this agreement and grant, that the essay is original and not in the public domain, that the essay is not libelous or obscene or in any violation of any proprietary right at common law or any existing copyright or otherwise unlawful, and that he/she will indemnify the Center and its publishers against any loss, injury, or damage, including legal costs or expenses properly incurred by the Center or its publishers in consequence of any breach of this warranty finally sustained; the Contributor further agrees that this warranty shall apply to any extract matter or quotation, or illustration included in BELIEF IN ACTION at his/her direction, that he/she has and upon request of the Center will at the time of delivery of the final essay turn over to the Center written permission from the proprietor or copyright holder for use of such material in the territories set forth in article 1, and that all payments exacted by owners of such material shall be borne by the Contributor.

#### 7. Delivery of Essay and Publication

- (A) Unless prevented by circumstances beyond its control, the Center and its publishers shall publish the first English edition of BELIEF IN ACTION within one year of the Center's final approval of the last essay for this project.
- (B) Upon delivery of the essay, if the Center finds that changes in the essay are necessary to secure reasonable conformity to the concept of BELIEF IN ACTION, or prepare it so that it may be set in type, then the Center, with the Contributor's approval, shall make the necessary changes, or the Contributor shall have the necessary changes made him or herself. If the Contributor declines to make, or permit to have made, the said changes, then the Center may decline publication of the Contributor's essay in BELIEF IN ACTION.

- (C) If the Contributor shall not have delivered the finally revised essay by May of 1984, the Center may terminate this agreement at any time thereafter by notice in writing to the Contributor. However the Center shall make every effort to accomodate the needs of the Contributor, and may agree to minor delays providing they do not delay the publication of BELIEF IN ACTION.
- (D) Publication shall be at the expense of the Center and its publishers and all details as to format, style, and design of BELIEF IN ACTION, the advertising, the number and distribution of promotional copies, and marketing shall be at the discretion of the Center and its publishers.
- (E) It is understood that the Center is not an insurer of essays or drawings or other matter placed in its possession, and that no insurance for the Contributor shall be effected by the Center for the Contributor, unless at the Contributors request.

8. Proofreading and changes in proof

The Contributor agrees to read, correct, and promptly return all proof sheets to the Center.

9. Contributor's Copies

The Center shall supply free to the Contributor five copies of BELIEF IN ACTION and shall sell further copies for personal use but not for resale at a 55% discount from the retail price.

10. Rights reserved to the Contributor

Any rights in or to the essay not specifically granted herein are to be granted to the Contributor.

11. Successors and assigns

The provisions of this agreement shall apply to and bind the heirs, successor executors, administrator, and assigns of the Contributor, and the successors and assigns of the Center. The agreement as a whole may be assigned by either party upon due notice being given in writing to the other party.

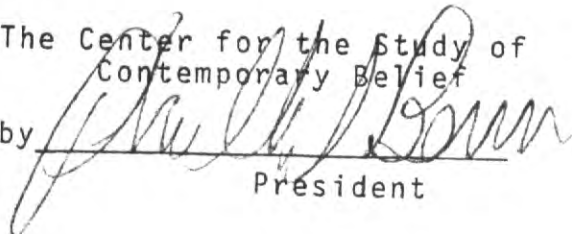
12. Regardless of place of actual execution and delivery, this agreement shall be treated as though executed within the United States of America and in the state of California and shall be governed by the laws and statutes thereof.

In witness whereof the parties hereto have sealed this agreement at California, the day and year first written above.

  
Contributor's signature

The Center for the Study of  
Contemporary Belief

by

  
President