

# RUBINSTEIN CALLINGHAM

(RUBINSTEIN NASH & CO      CALLINGHAM TUCKER & CO)

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YOUR REF

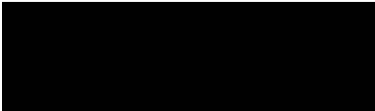
OUR REF

ABR/VU

2nd March, 1983.

(dictated 1st March)

Ken Follett, Esq.,



Dear Ken,

## On Wings of Eagles

My son, who is a New York Attorney, has now produced the enclosed draft Agreement between you and any of the individuals who have given you interviews, but this Agreement has the following caveats.

1. As you are aware, there are 50 jurisdictions in America and whilst there is a reasonable contractual consensus between most States, each State in America will consider the Agreement according to local conditions.
2. The question of consideration and precisely what sum you pay under this Agreement is a matter for you but my son tells me that one dollar would not be considered appropriate in view of the fact that you already have taken the interviews and you are now asking each interviewee to give up any rights such interviewee might have in the information he or she has given you.
3. It is unfortunate that the "Release" has to be in the form of an agreement but my son is satisfied that by having merely a letter could cause problems in certain States of America and by having the document as it presently stands, any Court who might be asked to adjudicate could see that there had been a bargain struck as between you and your interviewee.
4. You should be aware that in view of the content of "On Wings of Eagles" the U.S. Government may wish to suppress certain parts or certain persons may not have been authorised by the Government to give you the information they have. This, in my view, is the publisher's problem and not yours since your warranty - and I have not seen copies of your contracts - relates to infringement of copyright, libel, etc. and would not include obtaining governmental permission for publishing. Are you satisfied that nothing you have written could be considered classified information and when sending the manuscript in I would suggest that your publishers are put on notice of this specific point.
5. You will note from your original draft I have amended the reference to intentional injury and the paragraph relating to interviewees giving assistance to third parties because, in my son's view, no Court in any State in America would uphold those provisions on the basis that they were against public policy.

/....

6. In clause (iv) the exclusions or any one or more of them could be struck out by any one or more of the judiciary of the 50 States in America. No undertaking can be given that any one of the States would accept all of the exclusions.

To sum up, clearly there are certain unknown risks in any one or more of the personae in your book signing the Agreement but that is part of your gamble and it may well be that your publishers in America may wish to show the form of Agreement to their House Attornies but I am satisfied that the Agreement under English law would be satisfactory but, of course, we are talking of the law of New York.

Nothing is straight forward.

Kindest regards.

Yours,

A handwritten signature in black ink, appearing to be 'C. G.', written in a cursive style.

Draft/

A G R E E M E N T

BETWEEN

KENNETH FOLLETT and  
HOLLAND COPYRIGHT CORPORATION B.V.

- and -

Rubinstein Callingham  
6 Raymond Buildings  
Grays Inn  
London WC1R 5BZ

A N A G R E E M E N T dated the \_\_\_\_\_ day of  
19 \_\_\_\_\_ B E T W E E N KENNETH FOLLETT and HOLLAND COPYRIGHT CORPORATION  
B.V. both of 21 West 26th Street New York New York \_\_\_\_\_ (hereinafter  
called "The Writer") and

(hereinafter called "The Interviewee")

W H E R E A S

- (a) The Writer desires to write and procure the publication of a novel entitled "On Wings of Eagles" (hereinafter referred to as "The Work"); and
- (B) Mr. Follett has conducted interview(s) with the Interviewee for the purpose of furthering the above desires

N O W I T I S H E R E B Y A G R E E D that in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) United States Dollars now paid by the Writer to the Interviewee (receipt of which the Interviewee hereby acknowledges) the Interviewee :-

1. irrevocably authorises the Writer and its successors licencees and assigns to use his name and likeness and information obtained from any interviews and/or correspondence with the Writer and to utilise dramatise edit or otherwise exploit the same in the Work (or under such other title or titles as the Work 'shall from time to time be known) throughout the world in all languages forms and media now known or hereafter developed and in all revisions adaptations translations or other works derived from the Work and in the advertising and promotion of the same

2. waives any claim to a right of approval or review over any part of the Work or any revision adaptation translation or other work derived therefrom and in the advertising and promotion of the same
  
3. expressly waives and releases
  - (a) any and all claim or claims to rights of any kind or nature whatsoever including but not limited to claims for infringement of copyright libel defamation infringement of a right of publicity (if any) invasion of privacy unintentional injury or unfair competition arising out of the use pursuant to this agreement of his name and likeness and the information supplied by him and;
  - (b) rights of any kind or nature whatsoever arising out of the publication and all other uses of the Work in all languages forms and media now known or hereafter developed throughout the world
  
4. promises to execute such further documents and to co-operate as may be necessary at the request of the Writer to enable the writing and publication of the Work to be effected
  
5. promises not to assist any third party who may assert any claim arising out of the intended or actual publication or other exploitation of the Work or revisions adaptations translations or other works derived therefrom save insofar as he is obliged to comply with the requirements of any duly constituted legal Tribunal or Court

This agreement shall be construed for the purposes of its validity terms  
and effect in accordance with the laws of the State of New York

SIGNED by the aforesaid )  
 )  
 )  
on the date first hereinabove written)

Witness: