

MEMORANDUM OF AGREEMENT made this 11th day of July 2025 between

Bloomsbury Publishing Inc. a New York corporation having a place of business at 1359 Broadway, 12th Floor, New York, NY 10018, USA (hereinafter called '**the Proprietor**', which expression shall, where the context admits, include any publishing imprint subsidiary to or associated with the **Proprietor**, and the **Proprietor's** assigns or successors in business as the case may be) of the one part and;

Editora UNIFAL-MG / Universidade Federal de Alfenas of Rua Gabriel Monteiro da Silva, 700 PROEC/ Prédio L/ Sala 207, Alfenas-MG, CEP 37130-001, Brazil (hereinafter called 'the Publishers', which expression shall, where the context admits, include the Publishers' executors and assigns as the case may be) of the other part; and

Whereby it is mutually agreed between the parties for themselves and their administrators and assigns or successors in business where the context so admits as follows concerning a translation which the Publishers wish to issue in the **Portuguese** language ('the Translation') of a work at present entitled **Red Pedagogy: Native American Social and Political Thought, First Edition** ('the Work') by **Sandy Grande** ('the Author') which is published in the English language by the Proprietor.

1. RIGHTS

1.1 Subject to the terms detailed in this Agreement, the Proprietors hereby grant to the Publishers the exclusive right and licence to translate, produce, publish the Translation throughout the World ('the Territory') in **paperback** form.

1.2 All rights in the Work not specifically granted to the Publishers under this Agreement are reserved by the Proprietor including the right to print and publish in the language synopses, abridgements or extracts of the Work not exceeding 10,000 (ten thousand) words in length for use in connection with the exploitation of cinematographic films based on the Work.

1.3 The Publisher shall be responsible for obtaining whatever permissions are necessary for use in the Translation of copyright literary or artistic material incorporated in the Work and belonging to third parties, which may include the jacket and cover art and inside illustrations and/or photographs contained in the Work and also agrees to pay any fees required for such permissions and for ensuring that appropriate acknowledgment is made in the Translation. The Proprietor reserves the right not to supply the Publisher with duplicate production material for any illustrations contained in the Work until such permission has been obtained.

2. DURATION OF THE LICENCE

Subject to the terms of Clauses 4, 5, and 11 hereof, the licence hereby granted shall last for a period of **5 (five)** years from the date of this Agreement or until the print run has sold out whichever is the earlier at which point the Agreement shall expire automatically. If the Publisher wishes to reprint the Translation a new Agreement shall be made between the Proprietor and the Publisher.

Provided the Publishers is not in material breach of the Agreement, once the licence has expired the Publishers has the right to continue to sell any stock of the Translation in existence at the date of expiration for a period of 3 (three) months subject to accounting to the Proprietor in respect of such sales in accordance with the terms of this Agreement.

3. DELIVERY, TRANSLATION AND PRODUCTION

3.1 The Proprietor shall supply to the Publishers free of charge two copies of the Work for translation purposes.

3.2 If so requested by the Publishers, the Proprietor shall supply to the Publishers, at a price to be mutually agreed, high-resolution interior files of the Work.

3.3 The Publishers shall arrange for the translation of the Work to be made at their own expense faithfully and accurately by a qualified and competent human translator, whose name and qualifications shall be sent to the Proprietors.

3.4 Abbreviations, alterations and/or additions shall only be made with the prior written consent of the Proprietors. Where such changes are agreed, details thereof are to be supplied by the Publishers in English if so requested by the Proprietors.

3.5 The Publishers agree to include if requested by the Proprietors any new manuscript and/or illustrations supplied during the preparation of the Translation, such new manuscript and/or illustrations remaining the copyright of the Proprietors/Author.

3.6 The Proprietors reserve the right to request the Publishers to submit the text of the Translation to the Proprietors for their prior written approval before commencing production of the Translation.

3.7 The paper, printing, binding, jackets or covers, the promotion, the manner and extent of advertisement, the number and distribution of free copies for the press or otherwise, the pricing and terms of sale of the Translation shall be in the sole discretion of the Publishers who undertake to ensure that, wherever possible, the printing, paper and binding of the Translation shall be of the highest quality.

4. PUBLICATION

4.1 The Publishers undertake to publish the Translation within **12 (twelve)** months from the date of this Agreement and to advise the Proprietor of their expected publication date 3 (three) months before the expiry of the publication period granted if their edition is not already published. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Proprietor forthwith without prejudice to any claim the Proprietor may have for monies due and/or damages and/or otherwise.

4.2 The Publishers shall be permitted to use up to 2,000 (two thousand words) from the Translation for promotional purposes only to include use on the Publishers' website and/or internet booksellers' websites.

5. PAYMENT

5.1 The Publishers shall pay to the Proprietor a non-returnable advance of **USD 800 (eight hundred US Dollars)** on account of all monies which may become due under the terms of this Agreement payable **on signature of this Agreement by the parties.**

5.2 The Publishers shall pay to the Proprietor the following royalties calculated on the published price less V.A.T. of each **paperback volume** copy sold of the Translation:

- i) 8 per cent on all copies sold

5.3 No royalty shall be payable on copies of the Translation presented in the interests of sale of the Translation, lost through theft or damaged or destroyed by fire, water, in transit or otherwise.

5.4 First print run is projected to be **625** copies at an estimated Publisher's list price of **approximately USD 10.**

6. METHOD OF PAYMENT

All sums which may become due to the Proprietor under this Agreement shall be paid by the Publisher in US Dollars without any deduction in respect of bank charges to the Proprietor's bank account as follows:

- i) if by wire (for International payments): Citizens Bank, 1 Citizens Drive, Riverside, Rhode Island 02915 Account number: 1306810318, S.W.I.F.T. code: CTZIUS33, Account name: Bloomsbury Publishing Inc.
Wire Transfer Routing Number: 011500120

7. SUBSIDIARY RIGHTS

No subsidiary rights are granted.

8. COPYRIGHT

8.1 The Publishers undertake that the name of the Author shall appear in its customary form in the English language with due prominence on the title page, spine and jacket/cover of every copy of the Translation issued and on the reverse side of the title page shall appear the following copyright notice:

Copyright © 2015 by the author(s).

together with the following acknowledgment: 'This translation of *Red Pedagogy: Native American Social and Political Thought, First Edition* is published by Editora UNIFAL-MG / Universidade Federal de Alfenas by arrangement with Bloomsbury Publishing Inc.'

8.2 The above copyright notice shall also be used in all advertisements and other announcements of the Translation issued or licensed by the Publishers or its agents.

8.3 The permission to publish granted by the Proprietor is conditioned upon the printing of the correct copyright notice.

9. PRESENTATION COPIES

9.1 The Publishers on first publication shall send the Proprietor **3 (three)** free copies of their first edition and any subsequent edition of the Translation together with a note of the number of copies printed, the published price and the date of publication, to the following address:

attn: Isabel López Ruiz
Bloomsbury Publishing Plc
Kemp House, Chawley Park, Cumnor Hill
Oxford, OX2 9PH
United Kingdom

9.2 The Proprietor shall be entitled to purchase further copies of the Translation at the lowest trade price.

9.3 Clause intentionally deleted.

10. REVISION

If at any time after publication of the Translation the Proprietor shall issue a revised or further revised edition of the Work and shall send a copy of it to the Publishers then the Publishers shall not print further copies of their current edition of the Translation without incorporating the revised matter therein unless they have the prior written consent of the Proprietor to do so.

11. ACCOUNTS

11.1 Accounts for the sale of the Translation shall be made annually by the Publisher to the Proprietor (rights.invoices@bloomsbury.com) or their authorized representative to December 31st each year and the account rendered together with any sums payable or such sales before 31st March of the following year, provided however, that no account need be submitted in respect of any period in which the sum due is less than £50 (fifty pounds), in which case the amount will be carried forward to the next accountancy date.

11.2 The Proprietor shall have the right itself or by any accountant appointed by the Proprietor from time to time on reasonable notice to the Publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the Translation such audit to be paid for by the Publishers if errors are found in excess of 5% (five per cent) of the monies due.

11.3 No debit balance arising in the Publishers' favour under the terms of other agreements with the Proprietor for the Work or other works shall be offset by the Publishers against any credit balance arising in the Proprietor's favour under the terms of this Agreement.

12. REMAINDERS

On remainder copies of the Translation sold by the Publishers at or below cost no royalty shall be payable to the Proprietors but no such remainder copies shall be sold within a period of 18 (eighteen) months from the date of publication of the Translation.

The Publishers shall give the Proprietor the first option in writing of purchasing any remainder stock at the same price as they would sell to a third party. On remaindering the rights granted herein shall immediately revert to the Proprietor without prejudice to any claim the Proprietor may have for monies due and/or damages and/or otherwise.

13. OUT OF PRINT

If at any time after the date of their first publication of the Translation the Publishers shall allow the Translation to go out of print or off the market then all the rights licensed to the Publishers herein shall revert to the Proprietor immediately and without further notice without prejudice to any claim the Proprietor may have for monies due and/or damages and/or otherwise. For the purpose of this Agreement the Publishers' edition of the Translation shall be regarded as out of print or off the market should the Publishers' annual statements show a sale and a payment for less than 20 (twenty) copies of the Translation in the aggregate in all trade formats published by the Publishers, after in which case the rights herein granted to the Publishers shall automatically revert to the Proprietor and without need of further notice and without prejudice to any claim the Proprietor may have for monies due and/or damages and/or otherwise.

14. WARRANTIES AND INDEMNITY

14.1 The Proprietors hereby warrant to the Publishers that they have the right and power to make this Agreement and that according to copyright law of the USA the Work will in no way whatever give rise to a violation of any existing copyright, or a breach of any existing agreement and that nothing in the Work is liable to give rise to a criminal prosecution or to a civil action for damages or any other remedy and the Proprietors will indemnify the Publishers against any loss, injury or expense arising out of any breach of this warranty, PROVIDED THAT in the event of any claim, dispute, action, writ, summons, letter before action or formal documentation indicating or threatening legal proceedings of any nature, in connection with this Clause 14 the Publisher agrees to;

- (i) notify the Proprietor as soon as is reasonably practicable and to provide full access to all records or documentation relating to the claim;
- (ii) not incur any costs of any nature, whether legal or otherwise, which they intend to seek to claim back under the indemnity without first obtaining the prior written approval of the Proprietor (such approval is not to be unreasonably withheld or delayed); and
- (iii) not settle or compromise such claim without first obtaining the prior written approval of the Proprietor: (such approval is not to be unreasonably withheld or delayed).

14.2 If in the opinion of the Publishers and on the advice of their legal advisers the Work contains any passage that may reasonably be considered actionable at law in the territories granted to the Publishers under this Agreement, the Publishers shall have the right upon prior written notice to the Proprietors to modify or to remove such passage from the Translation.

15. ARBITRATION

If any difference shall arise between the Publisher and the Proprietor touching the meaning of this Agreement or the rights and liabilities of the parties hereto and this cannot be resolved through mutual goodwill then any dispute or claim arising out of or in connection with its subject matter shall be governed and construed in accordance with the laws of the State of New York without regard to its choice of law provisions.

16. NOTICES

Notices to be given by one party to the other under this Agreement must be in writing and sent by first-class post (by airmail, if available) by e-mail or delivered personally to the address given in this Agreement for the addressee (or to any other address which the addressee may previously have notified to the other party in writing). Notices will be considered to have been received by the addressee at the time of delivery if delivered personally during the addressee's normal working hours and at the time of sending the e-mail at time if e-mailed during the addressee's normal working hours. Otherwise, notices will be considered to have been received at 9am on the next working day following personal delivery outside the addressee's normal working hours or at 9am on the second working day following posting in the same territory as that in which the addressee resides or at 9am on the seventh working day following posting outside the territory in which the addressee resides.

17. AGENCY

Clause intentionally deleted.

18. TERMINATION OF AGREEMENT

In the event of the Publishers becoming insolvent or being declared bankrupt or being made subject to similar measures or failing to comply with any term of this Agreement (except clauses 4, 5 and 11 which provide for automatic termination of this Agreement in case of failure to comply) and failing to rectify such failure within 1 (one) month of having received written notice from the Proprietor to do so this Agreement shall automatically terminate and all rights shall thereupon revert to the Proprietor without prejudice to any claim the Proprietor may have for monies due and/or damages and/or otherwise.

19. NON-ASSIGNMENT

The licence herein granted is granted to the Publishers solely and shall not be transferred by them without the prior written consent of the Proprietor.

20. INTERPRETATION

The headings in this Agreement are for convenience only and shall not affect its interpretation and nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or contract or relationship of employment or agency between the Parties.

In the event that the arbitration set forth in clause 15 does not resolve the dispute between the parties, the Parties irrevocably agree that the federal and state courts encompassing the State of New York shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement of its subject matter. The parties hereby waive in advance any defences based on jurisdiction, venue or forum non conveniens and agree to accept services of process by mail.

21. SIGNATURE OF AGREEMENT

This Agreement shall be deemed to be legally binding only if the Publisher signs this Agreement within six weeks from the date of this Agreement.

For and on behalf of
Bloomsbury Publishing Inc.:

For and on behalf of
**Editores UNIFAL-MG / Universidade Federal de
Alfenas:**

Kathleen Farrar
MD, Group Sales & Marketing
