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BRUCCOLI CLARK LAYMAN, INC.

2006 Sumter Street Columbia, S.C. 29201-2157  
 (803) 771-4642  
 Fax (803) 799-6958

11/4/94  
R/S

## MEMORANDUM OF AGREEMENT WITH INDEPENDENT CONTRACTOR

To: CHRIS DUNTON

From: Bruccoli Clark Layman, Inc.

1. This memorandum confirms the terms under which you agree, as a free-lance (independent) contractor, to provide an entry of approximately 4000 words on WALE OGUWEMI for the volume on Caribbean and African Writers in the DICTIONARY OF LITERARY BIOGRAPHY (DLB) edited by Bernt Lindfors + Reinhard Sanders no later than June 15, 1994. Your entry will be used as a contribution to a collective work. You agree to respond to reasonable requests for revision from the editors of the DLB employed by Bruccoli Clark Layman, Inc. (BCL), including verification of factual information and augmentation of the entry as they see fit, and to read proofs. You also agree to submit the entry in typescript and in computer-readable electronic form, if possible.

2. Upon the volume editor's request you will be paid \$ 100.00 by BCL, no later than the time when camera-ready copy for the volume in which your entry appears is delivered to the printer. You will also receive a copy of the volume in which your entry appears and offprints of the entry.

3. It is expressly understood that as an independent contractor you are fully and solely responsible for complying with all income and other tax laws, rules, and regulations applicable to you individually, and, if you employ others, applicable to you as an employer. Your income from BCL, will be reported to the IRS as required by law.

4. To the extent that you are doing work for BCL, that is subject to copyright, BCL and you, as Independent Contractor, acknowledge and agree that Gale Research, Inc. (Gale), for whom BCL produces the DLB, has, with the BCL as its agent, specially ordered or commissioned your DLB entries and related work, which are and shall be considered work made for hire within the meaning of the Copyright Revision Act of 1976. Gale will be the sole owner and proprietor of the copyright in and to the work in the United States and throughout the world. You agree to execute any documents Gale or BCL considers necessary to effectuate this Agreement. Notwithstanding the foregoing and without in any respect compromising our mutual agreement that the work shall be considered a work made for hire within the meaning of the Copyright Revision Act of 1976, you hereby grant,

transfer, and assign to BCL any interest that you now or may in the future have in the copyright of the work. Gale or its assigns, shall have all rights to which an owner of copyright is entitled under the U.S. Copyright Act or the copyright laws of any other country.

5. You agree to indemnify and hold harmless BCL and its individual principals from any and all claims related to work you deliver to BCL.

6. The final execution of this Agreement shall be in South Carolina. The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the internal substantive laws of the State of South Carolina.

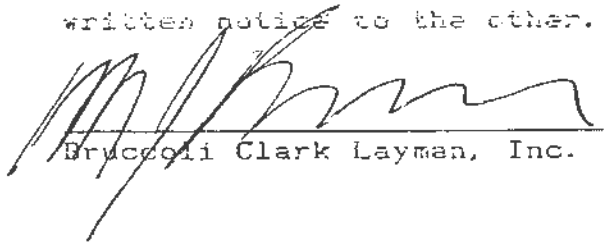
7. Should any part, portion or provision of this Agreement be determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination will not violate or render unenforceable any other part, portion or provision of this Agreement.

8. No alterations, variations or changes in the terms of this Agreement shall be valid unless in writing and signed by both parties.

9. The waiver of, a breach of, or a default under, any of the terms of this Agreement shall not be construed a waiver of any subsequent breach or default.

10. The rights, remedies, and benefits provided by this Agreement shall be cumulative and not exclusive of any other rights, remedies, and benefits allowed by law.

11. This Agreement may be terminated by either of us at any time prior to the date stipulated in Paragraph (1) for submission of the work to BCL for any reason or no reason on written notice to the other.



Bruce Clark Layman, Inc.

Date



Your Signature

Date of Birth 12.9.1951

Social Security

Country of Citizenship

U.K

Address / Date 28.9.84

NATIONAL UNIVERSITY OF LESOTHO  
P.O. BOMA 180 LESOTHO