

MEMORANDUM OF AGREEMENT made this 3rd day of May, 1982, by and between

International Communication Association, Inc.  
Balcones Research Center  
10,100 Burnet Road  
Austin, Texas 78758

(hereinafter referred to as the Association) and

Sage Publications, Inc.  
275 South Beverly Drive  
Beverly Hills, California 90212

(hereinafter referred to as the Publisher):

WHEREAS the Association and Publisher desire to enter into an agreement for the manufacture, promotion and distribution of a journal titled HUMAN COMMUNICATION RESEARCH, the Official Journal of the International Communication Association (hereinafter referred to as the Journal):

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

FIRST: For that period and under those circumstances set forth below, the Publisher undertakes to publish the Journal for the Association, beginning with Volume 10, Number 1 in September, 1983 (and quarterly thereafter). This Agreement shall be for five volumes of the Journal numbered 10, 11, 12, 13 and 14, each of which volumes shall be issued quarterly (four issues per volume). It is understood that the publication date is subject to delivery of the manuscript and proofs in accordance with a mutually agreed-upon schedule. The last issue to be published during the term of this Agreement (unless renewed or terminated in writing as hereinafter set forth) shall be the issue to be published in June, 1988 (Volume 14, No. 4).

SECOND: The Association shall designate an Editor to act as its agent in fulfilling the specific editorial commitments of the Association under the terms of this Agreement. Should the editorship of the Journal be transferred for any reason and at any time during the period covered by this Agreement, the Association shall notify the Publisher immediately. Because a smooth working relationship between the Editor and Publisher is desirable (and in the best interests of all parties to this Agreement), the Association shall exercise its best efforts to ensure smooth and well planned editorial transitions by consulting with the

Publisher during the editorial selection and transition processes. The Editor shall arrange for manuscript solicitation, select and revise articles (and other appropriate materials) for publication in the Journal. As necessary, the Editor shall secure the assistance of associate editors and advisory editors. Detailed procedures covering the working relationship between Editor and Publisher shall be agreed upon in writing between them.

THIRD: Unless the following deadlines are modified separately in writing by the Publisher, the Editor shall deliver to the Publisher a complete manuscript for each quarterly issue of the Journal at least four (4) months prior to the first day of the month of publication of each issue. The Editor will be responsible for delivery of sufficient typewritten double-spaced manuscript pages (approximately 200 pages) to produce 160 printed pages (in 10/12 size type). The Publisher shall be responsible for informing the Editor of the amount of manuscript needed for each issue and shall be responsible to hold for subsequent publication any material received in excess of the required amount. In no event shall the Publisher be obligated to publish any issues less than three months following the submission of copy; nor shall the Publisher be obligated to print in any given issue more than the agreed-upon number of pages, except as set forth below.

FOURTH: In the event the Editor (acting on behalf of the Association) desires an increase in the number of pages of any given issue (for example, to allow for publication of a special theme-oriented issue), the Editor shall give the Publisher at least six (6) months' notice that an additional signature (8, 16, 24 or 32 printed pages) is to be added to an issue. If the Editor anticipates that such page overrun will be compensated for by a corresponding reduction of pages in another issue in the same volume of the Journal (i.e., such that no volume of the Journal shall exceed 640 pages), no surcharge will be made by the Publisher. However, if the additional pages in one or more issues cannot be compensated for in the current volume, the Editor (acting with full knowledge and approval of the Association) may arrange for the Association to reimburse the Publisher for typesetting costs as well as for the additional charges of paper, printing, and binding the extra signatures. Such charges (as of the date of signing this Agreement) shall total \$35.00 per printed page. During the initial five-year term of this Agreement, the cost of additional pages shall not exceed \$45 per printed page.

FIFTH: The Publisher agrees to assume all publishing responsibilities for the Journal, including copy-editing, proofreading, production and manufacturing, warehousing, marketing and order fulfillment.

(a) The Publisher shall cooperate with the Association as needed in designing and preparing camera-ready artwork for a new cover design for the Journal. Interior typographic design shall be the responsibility of the Publisher, acting with the advice and suggestions of the Association's designated representative for redesigning the Journal's format. Footnotes and references will appear at the end of each article. The Editor shall be responsible for informing the Publisher of authors' affiliations (or other identification) and the placement of such affiliations shall be made in accordance with the Editor's selection from the alternatives proposed by the Publisher.

(b) The Publisher shall absorb the cost of typesetting tabular material, lists, formulas and other forms of "penalty" copy. However, authors, exchange advertisers, and paid advertisers will be required to provide camera-ready art on figures or advertisements. The Editor shall be responsible for obtaining (or having contributors obtain) requisite written permissions for the use of all copyrighted material.

(c) The Publisher shall send proofs to the Editor and Author(s), and the Editor and Author(s) shall promptly correct all proofs and return them to the Publisher without delay and according to mutually agreed production deadlines. In the event of substantive changes to proofs (i.e., changes occurring from revisions of textual material rather than corrections of typesetter's errors), it is understood that such changes will be held to a minimum. Excessive changes shall be charged to the Author(s) or to the Journal's editorial office (depending on who is responsible therefor) according to the Publisher's regular schedule of prices for such changes.

(d) It is understood by the parties hereto that individual issues of the Journal may be devoted to special themes or topics and that "Guest Editors" will be selected by the Journal Editor (in consultation with the Publisher) for each such issue. In such instances, some of the Journal Editor's responsibilities (as outlined earlier in the Agreement) may be delegated to the "Guest Editor" of a particular issue, but only the Editor (acting on behalf of the Association) may authorize publication of additional pages to be billed to the Association.

(e) Reprints:

(1) The Publisher shall provide (free) 25 reprints (in tearsheet form) to the author of each article and two complimentary copies of the Journal issue in which it appears. In the event that there are two or more authors, the complimentary reprints shall be divided equally among them (and each co-author shall receive one complimentary issue).

(2) Additional article reprints may be ordered from the Publisher at regularly scheduled prices based on number of pages and number of copies ordered.

(f) The Publisher shall have full and final responsibility for all matters relating to production and manufacturing (including copy-editing, typesetting, proofreading, printing and binding), design, promotion, marketing and distribution of the Journal. The Publisher shall have the sole right to determine production, manufacturing procedures, processes and materials. The Publisher shall have the final right, after consultation with the Association, to determine prices and discounts to non-Association members, whether related to subscription sales, single copy sales or back issue sales, and the Publisher reserves the right to review such prices as future circumstances dictate.

(g) The Association reserves the right to solicit and sell space advertising in addition to the Publisher. The Association shall remit to the Publisher \$25.00 per half page, \$50.00 per full page and \$75.00 per cover page of advertising in the Journal, to cover Publisher's cost of producing said pages. The Association shall retain any income (in excess of these amounts) received from its own advertising space sales efforts. It is understood and agreed that the Association will provide the Publisher with camera-ready artwork for each such paid advertisement it supplies for publication.

On advertising space sales made by the Publisher, a royalty shall be paid to the Association on income derived from advertising space sales in accordance with the terms of Section TEN below.

(h) The Publisher agrees to provide twenty-five (25) free copies of the Journal to the Editor to be used as Editor's copies or for purposes of exchange. Said copies shall be distributed as directed by the Editor. The Editor shall notify the Publisher

once annually on or before November 1st of each year as to the disposition of the said twenty-five (25) copies. Said copies then will be mailed to the designees for the four issues comprising the next volume number.

SIXTH: The Publisher shall copyright each issue of the Journal in the name of the Association. The Editor (acting on behalf of the Association) will secure permission from contributors to publish and copyright all materials to be published in the Journal.

(a) The Association warrants and represents that it has full right and power to make this Agreement.

(b) The Association agrees to present for publication and to require its contributors to present for publication only material which is not in any way whatever a violation of any existing copyright, that contains nothing obscene, indecent, objectionable or libelous, that all statements contained therein purporting to be facts are true, and that the Association (and its contributors) will indemnify the Publisher against any loss, injury, or damage (including legal costs and expenses paid by the Publisher on advice of counsel to compromise or settle any claim) occasioned to the Publisher in consequence of any breach of this warranty.

(c) The Warranties, representations, and indemnities shall survive the termination of this Agreement.

SEVENTH:

(a) Except as specifically provided for below, the Publisher shall have the right to reprint and license on behalf of the Association, in all forms and media, the use of all material appearing in the Journal, as well as all materials previously published in the Journal beginning with Volume 1. All income from such licensing agreements shall be shared equally between the Publisher and the Association. The Association shall be responsible for conveying to the individual contributors who originally wrote the licensed material such portion of the Association's share of said licensing fees as the Association shall deem appropriate.

(b) In the event the Publisher should desire the rights to develop a book or books, based upon the material originally published in the Journal, such volumes shall be developed under separate agreements between the Association and the

Publisher and shall provide for royalties to be paid to the Association by the Publisher. In return, the Association will provide the Editor(s) for such reprint volumes. In the event the Association should desire to develop such volumes, it shall grant the Publisher rights of first option to the publication of such volumes.

EIGHTH:

(a) The Publisher shall maintain (at its own expense) all Association member addresses for purposes of shipping the Journal. On the first of each month, the Association shall provide any additional paid-up member addresses and any changes-of-address received during the preceding thirty (30) days. The Publisher shall be responsible for mailing each member subscriber any back issues (published in the current volume) due the member at the time his/her name is transmitted to the Publisher. The Association shall also be responsible for advising the Publisher of the correct expiration date of each membership record. As set forth in Section V(h) above, the Publisher shall also provide 25 complimentary subscriptions (to be used at the Editor's discretion for exchange purposes).

(b) When the Association desires to use the Publisher's list of non-member subscribers, it shall be permitted to do so at cost. Once each year, the Publisher shall provide the Association (free of charge) a set of labels for non-member individual subscribers to whom the Association shall send membership applications.

(c) The Publisher will provide, each quarter, a list of paid-up Association members to the Association for verification of the accuracy of the Publisher's list.

NINTH:

(a) The cost to the Association for the publication and distribution of the Journal to its members shall be sixteen thousand dollars (\$16,000) for up to 2,500 copies. Copies in excess of two thousand five hundred (2,500) will be billed at the rate of one dollar fifty cents (\$1.50) per quarterly issue. These rates are guaranteed by the Publisher for the first two years of the term of this Agreement. Any increase for the last three years of the initial term of this Agreement shall be limited to a one time increment, with the Association to be advised at least six months prior to the effective date (i.e. by March 1, 1985 for an increase

effective with the September 1985 issue). The Publisher guarantees that the cost to the Association of a member subscription to the Journal shall not exceed \$8.00 per annual volume during the initial term of this Agreement, so long as a minimum of 2,250 member subscriptions are guaranteed each year.

(b) The Publisher will bill the Association quarterly, on publication of each issue, at the rate set forth in Section NINE(a) above.

(c) The Association will notify the Publisher at least 60 days prior to publication of an issue in the event fewer than 2,500 copies of that issue are required for Association use. The Publisher will automatically ship to the Association any extra copies of each issue remaining (of the Association's inventory) after the initial shipment to members in good standing upon publication. The Association will be responsible for filling member claims, and selling back issues to members. If desired by the Association, the Publisher will handle claims and back issue sales to members. In that event, a written amendment to this Agreement shall be developed covering (1) the amount of Association inventory to be held by the Publisher for fulfillment of member claims; (2) the discount to be granted members on back issues of the Journal.

(d) The Association agrees that the Publisher has complete freedom to solicit and maintain subscriptions to the Journal worldwide to individuals and institutions, although in no circumstance shall the Publisher offer subscription rates lower than those offered by the Association to its members as part of their dues.

(e) All invoices to the Association shall be billed by the Publisher on a net 30-day basis.

(f) The Association shall underwrite no losses for the Journal. Any such losses shall be met at the sole expense of the Publisher.

TENTH: The Publisher shall pay the Association royalties in accordance with the following schedule:

(a) on subscription sales income from non-member subscribers, the royalty shall be ten percent (10%).

(b) on sales of back issues from volume 10 onwards, the royalty shall

be ten percent (10%) of cash received.

- (c) on any sales of consignment back issues from volumes 1 through 9 (in the event the Publisher shall hold inventory of these volumes on consignment), the royalty shall be forty percent (40%) of cash received.
- (d) on advertising space sales, the royalty shall be ten percent (10%) of cash received.
- (e) The Publisher also agrees to pay the Association a royalty of fifty percent (50%) of cash received from any other sources, such as microfilm, permissions, and translations, with the exception of income from sales of reprints to authors of material in the Journal.

Not included as "sales" for royalty purposes is money paid by the Association member subscribers or for additional pages in the issues. Said royalty shall be paid as follows:

The Publisher shall render an annual accounting to the Association within sixty (60) days from fiscal year end (December 31st). Said accounting shall include a statement of income, broken down by source (i.e., sales to subscribers via Sage Pub., Inc Sage Publications, Ltd, and any other present or future foreign affiliates; back issue income; advertising income; permissions/licensing fees), and a statement shall be followed (within 60 days of statement date) by payment of all royalties accrued. Payments may be made by cash or credit memo (as agreed to by the parties hereto). In no case shall such accrued royalties be paid later than April 30th of the year following the period accounted for.

ELEVENTH: The Publisher shall cause to be published in every issue of the Journal the legend "Official Journal of the International Communication Association". Said legend shall also appear on advertising literature for the Journal, catalog listings, brochures, and so forth.

TWELFTH: Back issues for material published in volumes 1 through 9 will be handled under the terms of a supplemental Agreement, annexed hereto.

THIRTEENTH: This Agreement may be renewed for additional five-year periods under the same terms by mutual agreement of the parties hereto.

FOURTEENTH: The parties have determined that in the event they should discontinue and not renew this Agreement at the end of any five-year periods as provided in PARAGRAPH 13: that the party wishing to terminate the relationship must give a one (1) year written notice of said intention. Notice shall be made by a written instrument delivered to the then existing business address of the other party and all business records, subscriber lists, address records, and consignment back issues in the possession of the Publisher shall be delivered to the Association within 30 days after the expiration of the Agreement.

THE FOREGOING contains the entire Agreement of the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing signed by the respective parties hereto. This Agreement shall be interpreted according to the law of the State of California, regardless of its place of execution.

Date May 3, 1982

Date May 3, 1982

ACCEPTED AND AGREED TO  
ON BEHALF OF  
INTERNATIONAL COMMUNICATION ASSOCIATION, INC.

*Erwin Holtinghaus*  
President

ACCEPTED AND AGREED TO  
ON BEHALF OF  
SAGE PUBLICATIONS, INC.

*Sara Will Mc Lane*  
Publisher and President

*Robert L. Co*  
Executive Director and Treasurer