

AGREEMENT

AGREEMENT made this 20th day of May, 1986, by and between The Trustees of the University of Pennsylvania, a Pennsylvania nonprofit corporation, Philadelphia, PA 19104 (the "Sponsor"), and the Oxford University Press, a Delaware not for profit corporation, 200 Madison Avenue, New York, NY 10016 (the "Press"), with respect to the publication of Journal of Communication.

WITNESSETH;

WHEREAS, the Sponsor, the owner of and copyright holder in a scholarly journal entitled Journal of Communication (the "Journal"), wishes the Press to publish, promote, and distribute future issues of the Journal on the terms and conditions hereinafter set forth; and

WHEREAS, the Press wishes to publish, promote, and distribute the Journal on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

1. Publication: During the term of this Agreement, the Sponsor hereby grants an exclusive license to the Press of the following worldwide rights in all issues of the Journal published during such term:
 - (i) the right to reproduce in copies;
 - (ii) the right to display copies; and
 - (iii) the right to promote and distribute copies to the public, by sale or otherwise.
 - (a) Size, Format, and Design: Details of publication, including frequency, size, format, and design, are specified in Exhibit A, attached hereto and made a part hereof, which may be revised from time to time by mutual consent of the parties hereto without affecting the other provisions of this Agreement.
 - (b) Use of Sponsor's Name: Each issue of the Journal shall contain a statement that the Journal is published by the Press in cooperation with the University of Pennsylvania. The Journal shall not use the Sponsor's name in any other fashion without the Sponsor's prior written consent.
 - (c) Use of Journal Name: Except directly in connection with the sale and promotion of the Journal, the Press shall not make, nor authorize other parties to make, any use of the name "Journal of Communication" without the express written consent of the Sponsor.
2. Editorial Management: The Sponsor shall appoint the Senior Editor, Editor, and other Editorial staff (hereinafter collectively referred to as the "Editors") of the Journal. The Editors shall have sole responsibility for the editorial content of the Journal and shall be the final authority for the determination and application of editorial policy, selection of material for publication, and all other editorial matters.
3. Copyright and Ownership: The copyright and full ownership of the Journal shall reside in the Sponsor. The Press shall include notice of copyright sufficient under federal copyright law on all issues of the Journal published from the date of this Agreement.

- (a) Transfer of Copyright: The Sponsor will be responsible for securing written transfer of copyright from all authors of articles and other substantive contributors to the Journal before publication of each issue.
- (b) Registration of Copyright: The Press shall be responsible for obtaining copyright on all issues of the Journal and for securing such foreign copyright protection as may be deemed necessary by the parties.

4. Rights and Permissions:

- (a) The Press shall be responsible for handling all rights and permissions correspondence, for assessing and collecting fees, for maintaining up-to-date files and records on all transactions, and for providing a summary of activity and a schedule of any monies due the Sponsor from rights and permissions sales. All policies regarding the handling of rights and the setting of fees shall be approved by the Sponsor.
- (b) The Sponsor may, at its discretion, assign its rights fees to the original author of such materials.
- (c) The Sponsor may reprint materials from the Journal free of charge as long as this does not interfere with the sale of the Journal.

5. Additional Responsibilities of the Press:

- (a) The Press hereby agrees to perform all services relating to printing, publication, distribution, marketing, and subscription fulfillment for the Journal. These shall include, but are not limited to, keeping accounts of funds and subscriptions, receiving funds (including licensing and subscription list rental fees), making subscription refunds, approving and making disbursements, soliciting subscriptions and maintaining and updating the subscription list, supervising printing and binding, addressing issues for mailing, and storing and selling the stock of back issues. The Press shall perform all such services at its sole cost, risk, and expense, except as expressly provided in subparagraph (c) below.
- (b) By way of illustration and not limitation of the foregoing, the Press shall be specifically responsible for the following:
 - (i) The costs of production and distribution, including typesetting, printing, binding, paper, engravings, correction of printer's errors, transportation, wrappings, and postage
 - (ii) All costs incurred in securing subscriptions and in selling reprints of articles, single copies, and the subscription list
 - (iii) All costs and expenses incident to the conduct of general business at the Press related to the publication of the Journal, including bills and accounting
- (c) The Sponsor, however, is responsible for production and distribution of the first issue of 1986 and shall bear the costs thereof.
- (d) The Press shall promote sales of the Journal through direct mail, brochures, catalogs, space advertising, and exhibits. The Sponsor shall be responsible for the payment of direct mail promotion costs and such other promotion costs as space advertising and individual mailings that solely pertain to the Journal. Promotion costs for 1986 for which the Sponsor is liable for payment have been estimated at \$8,400 to \$8,900; the Press shall secure the Sponsor's prior written approval for such promotion costs for 1986 in excess of \$9,000.

- (e) The Press shall submit for the Sponsor's prior approval all brochure copy and on or before November 30 a promotion plan with estimated costs for the one-year period commencing January 1.

6. Responsibilities of the Sponsor and Editors:

- (a) The functions of the Editors shall include reviewing submitted manuscripts, corresponding with authors, accepting manuscripts for publication, obtaining copyright transfers, and delivering to the Press a copyedited manuscript for each issue of the Journal, on a mutually agreed upon schedule.
- (b) The Sponsor shall be responsible for all costs of maintaining the Editorial Office.
- (c) Any author's alterations in proofs in excess of 10% of the cost of original composition shall be charged to the Sponsor.
- (d) The Sponsor shall provide the Press with a full current statement of account for the Journal's income and expenses when this Agreement becomes effective.
- (e) So that the Press may begin collecting subscription fees when this Agreement becomes effective, the Sponsor shall provide the Press with an up-to-date subscription list and record of renewals.

7. Subscription and Single Copy Prices: Subscription and single copy prices, except as provided in Section 8, are as specified in Exhibit B, attached hereto and made a part hereof, and are subject to periodic review and change, after consultation between the Press and the Sponsor, without affecting the other provisions of this Agreement. The Press, in consultation with the Sponsor, shall negotiate the best arrangements with the International Communication Association to continue to provide the Journal to its members.

8. Free and Complimentary Subscriptions:

- (a) The Press shall provide 100 free copies of the Journal to the Sponsor.
- (b) The Press shall offer additional copies to the Sponsor at a special fifty percent (50%) discount off the individual rate as long as these copies are not used in ways that interfere with the sale of the Journal.
- (c) The Press shall be responsible for supplying promotional copies to reviewers and to other appropriate sources.

9. Subscription List: The Press shall, with the Sponsor's prior written approval, rent the subscription list for the Journal at a mutually agreed upon fee. The Sponsor shall retain the right to use the Journal subscription list.

10. Financial Accounts:

- (a) The Press shall collect and maintain an account of all income including revenues from the sale of subscriptions, single copies, and back issues; permissions fees; advertising revenues; revenues from subscription list rentals, and any other income derived from publication of the Journal.

- (b) For its services in 1986, the Press shall be entitled to a commission of 45% of all income for the Spring, Summer, and Autumn issues. Upon execution of this Agreement, the Sponsor shall transfer to the Press 45% of the subscription and other income it has collected for the Spring 1986 and subsequent issues. Beginning January 1, 1987, the commission to the Press shall rise to 50% of all Journal income. Journal income shall include the monthly amounts received from International Communication Association for the Journal. For 1986, the total amount due from ICA is \$16,000; the Press shall be entitled to receive 45% commissions on nine of the ICA payments.
- (c) The Press shall maintain records of all direct promotion expenses as described in paragraph 5(c) above.
- (d) On or before each July 31 and January 31 during the term of this Agreement, the Press shall provide the Sponsor with an accounting statement of all receipts and disbursements for the preceding six-month periods ending June 30 and December 31, respectively, including the commission and direct promotion expenses due to the Press. Concurrently with the accounting statement, the Press shall transfer all funds due the Sponsor for that six-month period, which shall equal the total income derived for the period less the applicable monies due the Press.
- (e) Upon the Sponsor's request, the Press shall make available its books and records for inspection and/or audit by the Sponsor, for the purpose of reviewing the accuracy of the accounting statements. Should the Sponsor discover inaccuracies in the accounting statements, the Press shall make the appropriate adjustments and shall reimburse the Sponsor for the costs of the inspection and/or audit.
11. Operating Statement Overview: The Press shall prepare for review by the Sponsor an Operating Budget Statement, giving details of forecasted income and expenses, no later than January 31 for each year beginning January 1.
12. Terms of this Agreement: This Agreement shall be in effect through the 1988 volume year and will automatically be renewed for two additional volume years, unless either party advises the other in writing by registered mail by the June 30 preceding the end of the volume year, that the party has elected to terminate this Agreement as of the end of such volume year. In the event of termination of the Agreement, the inventory of unsold issues existing at the time of termination and the subscription list, current and expired, shall be turned over to the Sponsor by the Press. The Sponsor shall pay a 50% commission on sales of issues that are published by the Press and are sold by the Sponsor subsequent to the termination of this Agreement.
13. Serving of Demands and Notices: All demands, notices, or other correspondence required under the terms of this Agreement shall be in writing addressed to the following:
- Sponsor : Dr. George Gerbner, Dean
Annenberg School of Communications
Philadelphia, PA 19104
- With a copy to : Office of the General Counsel
110 College Hall
University of Pennsylvania
Philadelphia, PA 19104
- Press : Susan Keiser
Oxford University Press
200 Madison Avenue
New York, NY 10016

With a copy to : Jeffrey House
 Oxford University Press
 200 Madison Avenue
 New York, NY 10016

14. Miscellaneous:

- (a) This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (b) This Agreement may not be assigned by either party without the prior written consent of the other party.
- (c) This Agreement constitutes the entire understanding between the parties. Except as herein set forth, there are no promises, representations, or understandings between the parties of any kind or nature whatsoever.
- (d) This Agreement may be modified or amended only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of the day and year first above written.

THE TRUSTEES OF THE
 UNIVERSITY OF PENNSYLVANIA

Attest: Marsha Siefert

By: George Gerbner
 George Gerbner, Dean
 Annenberg School of
 Communications

Attest: Debra Ficker

By: Thomas Ehrlich
 Thomas Ehrlich, Provost

OXFORD UNIVERSITY PRESS

Attest: J. Gause

By: Edward W. Berry
 President

EXHIBIT A

Frequency: Four times per year (January, April, July, October)

Pagination: 192 pages per issue

Trim size: 6-13/16 in. x 9-11/16 in.

Text stock: to be determined by the Press in consultation with the Sponsor

Cover stock: to be determined by the Press in consultation with the Sponsor

Format & Design: to be determined by the Press in consultation with the Sponsor

Print run & Edition: to be determined by the Press for each issue, based on sales history, subscription level, inventory, and Editorial needs

Schedule & Delivery
Dates for
Manuscripts: to be mutually agreed upon at the beginning of each year

EXHIBIT B

Subscription rates for the Journal will be as follows for 1987:

Individuals	25.00
Institutions	40.00
International Communication	
Association Members	included in membership fee
Single copies	