

THE ANNENBERG SCHOOL OF COMMUNICATIONS
100 MATSONFORD ROAD
P. O. BOX 750
RADNOR, PENNSYLVANIA 19088

March 13, 1985

Dr. George Gerbner, Dean
Annenberg School of Communications
University of Pennsylvania
3620 Walnut Street, C-5
Philadelphia, PA 19174

Re: Executive Committee Meeting
of February 21, 1985

Dear George:

Following the meeting of the Executive Committee with you at Inwood on February 21, 1985, the Committee members thought it useful to recap the discussions, suggestions, and understandings reached at the meeting and, hopefully, this letter will serve that purpose. We solicit any suggestion or clarification that you may have regarding the following:

1. Annenberg-Longman Books. We understand that (a) there are three books in various stages of production under the Longman contract and (b) as to these books and future books, designation of the Annenberg School participation could be eliminated so that these books would be only "Longman" books and stand independent of School sponsorship. Harry Coles has reviewed the Longman contract dated April 10, 1981, and subject to your concurrence, we would propose to have the School give notice of School termination pursuant to paragraph 5 of the Agreement. At the same time, we would ask Longman to prepare a final report and accounting on all ongoing matters relating to the contract.

2. You advised that you intended that the Journal of Visual Communications would be terminated in July of 1985. We understand that no formal action of any kind is required to accomplish the termination. In any event, there will be no continuing identification of the School with the Journal and the School will relinquish any financial or proprietary interest therein.

3. We understand that you will be meeting with Mitch on March 22, 1985, (a) to discuss and formulate a more specific tri-school copyright and intellectual property program which

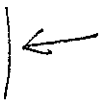
Dr. George Gerbner, Dean
Page 2
March 13, 1985

was discussed very preliminarily and approved (subject to further budgetary considerations) at the meeting, and (b) establish the procedures whereby Mitch and Peter Clarke would work with you on the joint overview of the encyclopedia project and proposed Oxford books material and develop a format for receiving comments and opinions relating thereto. It is the Committee's understanding that you would welcome the assistance and expertise of Mitch and Peter in those areas and that the overview details and procedures will be decided as the three of you deem appropriate.

4. On the proposed Oxford Books contract, we would propose to have the School execute the same after the following suggested changes have been made:

(a) In subparagraphs (c), (d) and (e) of paragraph 3, insert before the words "SERIES EDITORS", the words "SCHOOL and the"; and

(b) In reviewing the proposed contract, we note paragraph 10 provides that the Agreement cannot become effective until the Series Editors' contracts with Longman Publishers have expired. Could you please let us know what your personal intentions might be as far as the Longman contract, whether you would join in with the School's request to terminate or whether you will work out a different arrangement with Oxford or Longman.

5. We have had discussions with Mr. Annenberg on the question of the continuing sponsorship of The Journal of Communications for some definite period of time. However, the Committee has suggested to him and he has agreed to fund the Journal in an amount not to exceed \$100,000 during the transition period into a new sponsorship. As you may recall, the School agreed to relinquish any financial or proprietary interest which it may have in the Journal. We all agreed that a definite monetary commitment rather than a time commitment was more appropriate. We understand that you will be able to effect certain economies in future publishing costs and it is hoped that these funds will take the Journal at least through 1986. We request that you remove the School's name from the Journal at the earliest appropriate time. 

After your recent letter to Merrill Panitt, the Committee has again considered the National Survey proposal and has reached the same conclusion that we would not recommend the

Dr, George Gerbner, Dean
Page 3
March 13, 1985

survey program to Mr. Annenberg in view of his stated objectives for the School. We have given the proposal very serious consideration and appreciate the kind offer of Dr. Miller to meet with us, but we do not believe that the meeting would be helpful.

If there are any points which we have missed or which you would prefer that we elaborate upon or develop in more detail, would you please advise. Once again we express our appreciation of your continuing courtesy and cooperation in these matters.

Very truly yours,



William J. Henrich, Jr.
For the Executive Committee

WJHJr/lgc

cc: The Hon. Walter H. Annenberg
Mrs. Leonore Annenberg, Chairperson
Harry C. Coles, Jr., Esq.
Merrill Panitt
Maurice Mitchell

March 18, 1985

William J. Henrich, Jr.
President
Triangle Publications, Inc.
100 Matsonford Road
P.O. Box 730
Radnor, PA 19088

Dear Bill:

Thank you for your letter of March 13. I am writing to answer the questions and confirm the understandings expressed in that letter. Please let me know if any further clarifications or changes may be needed.

1. Annenberg-Longman Books. Annenberg School participation in the Annenberg-Longman Books project is being terminated, and we shall request a final report as suggested. I will also let you know if I contemplate any continuing personal relationship with Longman after the Oxford contract is concluded and I have a chance to discuss the matter with both Oxford and Longman.

2. Studies in Visual Communication budget will be terminated with the summer 1985 issue, and the School will no longer appear as publisher. The School relinquishes any financial or proprietary interest in Studies.

3. Mitch and I will formulate the copyright and intellectual property program and work out Oxford and Encyclopedia projects joint overview as suggested.

4. Oxford contract draft, with suggested changes, is enclosed. Please sign and return to me for forwarding to Oxford for their signature. Will return fully executed copies for your files as soon as received.

→ 5. The School's name will be removed from the Journal of Communication front matter beginning with the Winter (forthcoming) issue. Upon the expiration of the current (1985-86) publications budget, an amount not to exceed \$100,000 will be available during the transition period into a new sponsorship. The School relinquishes any financial or proprietary interest in the Journal and has no objection to my locating and entering into a proprietary and/or contractual relationship with an appropriate publisher for its continued publication.

March 18, 1985

Please convey to Mrs. Annenberg, Ambassador Annenberg, and the other members of the Executive Committee my personal regards and appreciation.

Sincerely yours,

George Gerbner
Professor of Communications
and Dean

CC: The Honorable Walter H. Annenberg
Mrs. Leonore Annenberg, Chairperson
Harry C. Coles, Jr., Esq.
Merrill Panitt
Maurice Mitchell

GG:ab

encl. Oxford contract

THE ANNENBERG SCHOOL OF COMMUNICATIONS
100 MATSONFORD ROAD
P. O. BOX 750
RADNOR, PENNSYLVANIA 19088

April 5, 1985

Dean George Gerbner
Annenberg School of Communications
University of Pennsylvania
3620 Walnut Street, C-5
Philadelphia, PA 19104

Dear George:

Thank you for your letter of March 18, 1985.

As you know, Harry Coles had been away on vacation and has just returned. Since the revised Oxford contract was redrafted for his signature, he has now signed the same and I enclose it herewith. At your convenience, would you please forward a fully executed copy for our files.

The only matter which I believe requires clarification relates to paragraph 5 of your letter and the Journal of Communications; you noted that its "current" budget covers the period 1985-86. I have reviewed the budget background with Harry, who advises that the 1985-86 "proposed budget" was submitted to the November meeting of the Joint Committee, but that all parties understood that it was to be subject to correction or change by either Dr. Hackney or Mr. Annenberg and that thereafter Mr. Annenberg expressed his total disapproval thereof.

The \$100,000 commitment was meant to be on top of the "current" 1984-85 budget since, in our thinking, there was no other applicable budget, and consistent therewith, I had expressed in my letter to you the Committee's hope that the additional amount would take the Journal through 1986. Accordingly, there has been no commitment to the proposed 1985-86 budget.

I understand from Mitch that after the date of your letter, you and he had a meeting on the encyclopedia project and that the joint overview is proceeding as contemplated.

All of the other matters set forth in your letter

Dean George Gerbner
Page 2
April 5, 1985

seem appropriate and agreeable.

We again extend our thanks to you for your continuing courtesies and cooperation.

Very truly yours,

Bill

William J. Henrich, Jr.

WJHJr/lgc

cc: The Hon. Walter H. Annenberg
Mrs. Leonore Annenberg, Chairperson
Harry C. Coles, Jr., Esq.
Merrill Panitt
Maurice Mitchell



TRIANGLE PUBLICATIONS, INC.

100 MATSONFORD ROAD, P.O. BOX 750, RADNOR, PA 19088/215-293-8992

WILLIAM J. HENRICH, JR.
PRESIDENT & GENERAL COUNSEL

June 5, 1986

Dr. George Gerbner, Dean
The Annenberg School of Communications
University of Pennsylvania
3620 Walnut Street, C-5
Philadelphia, PA 19104-6220

Re: Journal of Communication

Dear George:

Enclosed please find in accordance with your request of June 2, 1986, one signed original of the Assignment of Rights in Journal of Communication dated May 20, 1986. I have forwarded an additional signed original to Debra Fickler in the General counsel's Office, and have retained the third signed original in our company files.

Very truly yours,

William J. Henrich, Jr.

/lgc
enc.
cc w/enc: Debra Fickler, Esq.

ASSIGNMENT OF RIGHTS
IN JOURNAL OF COMMUNICATION

AGREEMENT made as of this 20th day of May, 1986, by and among the Annenberg School of Communications, a Pennsylvania nonprofit corporation with offices at 100 Matsonford Road, P.O. Box 750, Radnor, PA, 19088 ("School"), The Trustees of the University of Pennsylvania, a Pennsylvania nonprofit corporation with offices at Franklin Building, 3451 Walnut Street, Philadelphia, PA 19104 ("University") and George Gerbner, editor of the Journal of Communication ("Editor"), with respect to assignment of rights in the Journal of Communication ("Journal").

WHEREAS, since 1974 the School has been the owner and publisher of the Journal; and

WHEREAS, the School has agreed to relinquish all ownership rights in the Journal; and

WHEREAS, the University is willing to accept transfer of ownership of the Journal from the School.

NOW, THEREFORE, in consideration of the mutual benefits and promises hereinafter set forth, the parties agree as follows:

1. As of the date hereof, in consideration of \$1.00 receipt of which is hereby acknowledged, and other good and valuable consideration, the School does hereby sell, transfer and assign to the University, and the University does hereby buy

and accept from the School, all of the School's right, title and interest in the Journal, including its name, goodwill, subscription lists, contracts, applicable trademarks and copyrights, as well as all books, records, manuscripts, back volumes and other appropriate items and documents.

2. The School represents and warrants to the University that it has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

3. The Editor agrees that, to the extent any dealings between him and the School could be construed as vesting in him any ownership rights in the Journal, he hereby relinquishes such rights absolutely to the University.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.

Attest:

Linda Craig

THE ANNENBERG SCHOOL OF
COMMUNICATIONS

By: *D. J. Heinrich*

Attest:

Gail Levin

THE TRUSTEES OF THE UNIVERSITY
OF PENNSYLVANIA

By: *Thomas R. Kelly*

Witness:

Maisha Siefer

George Gerbner
George Gerbner