

MEMORANDUM OF AGREEMENT

Agreement made this 27th day of October, 1982, between LONGMAN INC., a Delaware corporation having its principal place of business at 19 West 44th Street, New York, New York 10036 (herein "the Publisher") and George Gerbner and Marsha Siefert of the Annenberg School of Communication (herein "the Author") in connection with a work of the Author's tentatively entitled University of Pennsylvania, Philadelphia, PA 19174 (herein "the Work"). WORLD COMMUNICATION HANDBOOK

WHEREAS, the Author and Publisher have discussed and agreed upon the terms pursuant to which the publisher shall have the right to publish the Work in book form and otherwise make it available in other forms and media, and

WHEREAS, the Author and Publisher wish to confirm their agreement in writing,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. AUTHOR'S GRANT

The Author hereby grants and assigns to the Publisher to the fullest extent permitted by law all of his or her right, title and interest in the Work, including but without limitation all statutory and common law copyrights therein (and all renewals and extensions thereof) in order to grant to the Publisher the exclusive right to publish the Work in book form and otherwise to exploit the Work in all forms and media throughout the world.

2. DELIVERY AND PUBLICATION

(a) The Author shall deliver to the Publisher two copies of the complete manuscript of the Work, which shall consist of 448 printed pages, including all illustrations and other non-textual matter, in form and content satisfactory to the Publisher, not later than November 15, 1983 time being of the essence. The manuscript shall be in a form suitable for the printer, and all illustrations, photographs, drawings, charts, graphs, maps, and other matter not to be set in type shall be delivered in a form suitable for reproduction as determined by the Publisher. If any of the material to be included in the Work is not submitted in acceptable form the Publisher may have the material put in acceptable form at the Author's expense. The Publisher shall have the right to determine the style, number and placement of any and all illustrations in the Work.

(b) Subject to the provisions of this Agreement, the Publisher shall publish the Work at its own expense in such style and manner, and at such time and price, as it shall in its sole discretion determine.

(c) The Author shall pay all fees and expenses necessary to authorize the inclusion in the Work of text, illustrations or other material not owned or controlled by the Author and shall obtain and furnish to the Publisher on delivery of the manuscript the original copies of all written authorizations obtained by the Author for the inclusion thereof in the Work.

(d) The Author shall read and correct all proofs of the Work sent to him or her by the Publisher and shall sign and return the proofs within the period of time provided therefor by the Publisher. If the Author fails to thus return the proofs, the Publisher may proceed with the manufacture and publication of the Work and charge the Author for any expense incurred by it as a result of his or her such failure. The cost of author's alterations to the type and/or plates of the Work (other than corrections of printer's errors) in excess of ten percent of the original cost of the composition shall be borne by the Author except that in the case of illustrations the full cost of such corrections shall be borne by the Author.

(e) If in the opinion of the Publisher the Work should include an index, the Author shall, if so requested by the Publisher, prepare such an index and submit two copies thereof to the Publisher within the period of time provided therefor by the Publisher, or, if the Publisher so determines, the Publisher shall have such an index prepared at the Author's expense.

(f) The Publisher shall not be responsible for any loss or damage to any manuscript, illustration or other material placed in its hands by the Author.

3. COPYRIGHT

The Author and Publisher shall take all steps necessary and appropriate to secure and maintain in the Publisher's name all copyrights in the Work in the United States and under the Universal Copyright Convention, and the Publisher may if it so desires secure copyright in the Work elsewhere as well. The Author shall execute such documents as the Publisher considers appropriate to secure for the Publisher the full benefit of all rights granted to it under this Agreement and if requested shall use his or her best efforts to obtain the execution of such documents by his or her spouse and/or children.

4. ROYALTIES

The Publisher shall pay to the Author royalties as follows:

- A. On sales of the WORK in the United States and Canada, a royalty of ten percent (10%) of the PUBLISHER'S net receipts on sales of the first 2,000 copies; twelve and one-half percent (12½%) net on sales of the next 2,000 copies and fifteen percent net on all copies sold thereafter.
- B. On sales of the WORK outside the United States and Canada, a royalty of fifty (50%) percent of the domestic royalty scale shall apply.
- C. On the first 2,000 copies sold, 6% net shall be paid to the Annenberg School Publication Dept, 2% net to George Gerbner and 2% net to Marsha Siefert. On the next 2,000 copies sold, 6% net shall be paid to the Annenberg School Publication Dept, 3¼% net to George Gerbner and 3¼% net to Marsha Siefert. On all copies sold thereafter, 6% net shall be paid to the ASP Dept, 4½% net to George Gerbner and 4½% net to Marsha Siefert.

The terms "sales" and "sold" shall include all books sold during any statement period less any books returned for credit and less any books payment for which has been declared uncollectible by the Publisher, provided however that if such uncollectible accounts are thereafter collected such collections shall be considered sales in the period of collection. If returns and books for which payment is declared uncollectible shall exceed the number of books sold during a statement period the difference shall be carried forward to the next period or periods until offset by books sold.

No royalty shall be paid on copies furnished without charge or for review, advertising, sample, promotion or other similar purposes or on copies sold as remainders at cost or less. The Publisher may publish or permit others to publish or broadcast without charge and without royalty selections from the Work for the purpose of promoting its sale, and the Publisher shall also be authorized to license publication of the Work without charge and without royalty in Braille or by any other method primarily designed for the handicapped.

5. SUBSIDIARY RIGHTS

Except for matters covered in paragraph 4, the following shall govern all disposition of rights in or exploitation of the Work: The Publisher shall pay the Author fifty percent (50%) of the net amount it actually receives, less any commissions, fees or other charges incurred in connection therewith, from exploitation of the Work or any rights therein by third parties, provided, however, that no payment shall be required for any use by the Publisher of portions of the Work in other works published or produced by the Publisher, provided that such portions do not exceed 25% of the Work.

6. STATEMENT AND PAYMENTS

(a) The Publisher shall mail to the Author, ninety days after the first of July and the first of January in each year, semiannual statements of account of all earnings accruing to the Author, covering the six months preceding the said dates. The balance shown on such statements to be due the Author shall be paid by the Publisher to the Author at the time of rendering such statement, provided that the Publisher shall be authorized to withhold therefrom such sums as may be necessary or appropriate to comply with the laws of any state or country applicable thereto.

(b) The Publisher may withhold annual payments to the Author which total less than twenty dollars until such time as the total payment due the Author equals or exceeds that amount. Should the author receive an overpayment of royalty on copies of the Work reported sold, but subsequently returned, or should the Author otherwise be indebted to the Publisher, the Publisher may deduct the amount of such overpayment or debt from any earnings of the Author otherwise due under this Agreement. If, in the opinion of the Publisher, there is a risk that a substantial quantity of unsold copies will be returned, the Publisher may withhold a reasonable reserve against such returns.

7. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

The Author represents and warrants to the Publisher that he or she is the sole owner of the Work; that except for matter in the public domain or for which the Author has obtained authorization as provided in subparagraph 2(c) of this Agreement, the Work is original and has not previously been published in any form; that the Work does not infringe upon any statutory copyright or upon any common law, proprietary or any other right of any kind; that the Work contains no matter which is scandalous, obscene, libelous, in violation of any right of privacy, or otherwise contrary to law; that he or she is the sole and exclusive owner of the rights herein granted to the Publisher; that he or she has not previously assigned, pledged or otherwise encumbered the same; that following any regimen, recipe, or instructions contained in the Work will not cause injury to the user or others; and that he or she has full power to enter into this Agreement and to make the grants herein contained.

The Author shall indemnify the Publisher for, and hold it harmless from, any loss, expense (including attorneys' fees and expenses) or damage occasioned by any claim, demand, suit, recovery or settlement arising out of any breach or alleged breach of any of the foregoing warranties or arising out of any other failure on the part of the Author to fulfill any of his or her representations, warranties or covenants contained in this Agreement.

The Author shall make such changes in the Work as the Publisher or its legal representatives recommend in order to lessen the risk of the Publisher's liability to third parties or of governmental action against the Publisher and/or the Work.

The Publisher and the Author shall promptly inform each other of any claim, demand or suit made against them in connection with the Work. The Author shall fully cooperate with the Publisher in the defense of any such claim, demand or suit asserted against the Publisher. The Publisher in its discretion shall have the right to settle any claim, demand or suit brought against it in connection with the Work.

In the event of any claim, demand or suit asserted against the Publisher, it shall have the right to withhold payments due the Author under the terms of this Agreement as security for the Author's obligation as stated herein.

The Author's representations, warranties and indemnities as stated herein may be extended by the Publisher to third party licensees and grantees and the Author shall be liable thereon as if such representations, warranties and indemnities were originally made to them. The Author's representations, warranties and indemnities herein shall survive the termination of this Agreement.

8. TERMINATION

If the Author fails to make delivery in accordance with the provisions of paragraph 2(a) above, or if the Author fails to make the changes recommended by the Publisher or its legal representatives referred to in paragraph 7 above, or if the Publisher and/or its legal representatives determine that changes in the Work will not materially reduce the risk of liability to third persons or of governmental action against the Publisher and/or Work, the Publisher shall have the right to terminate this Agreement and the Author shall thereupon return to the Publisher any and all sums paid to him or her pursuant to this Agreement, provided however that if the Publisher terminates this Agreement because of the Author's failure to deliver the manuscript in accordance with the provisions of subparagraph 2(a) above the Author thereafter desires to have it published, the Publisher shall have the option to publish the completed Work on the terms set forth in this Agreement and the Author shall deliver such completed Work to the Publisher before he or she delivers or offers it to any other person or entity for the purpose of publication or other exploitation.

9. REVISIONS

In consideration of the earnings accruing to the Author hereunder, the Author agrees, upon request of the Publisher, and without charge therefor, to revise the Work and supply any new matter which in the judgment of the Publisher may be appropriate to keep the Work current. If the Author refuses or is unable to make such revisions within a reasonable time provided therefor by the Publisher, the Publisher may engage others to do so

and may deduct its expense therefor from royalties or other moneys due to the Author hereunder. If any revision is made by third parties, the Publisher shall so indicate in the revised edition. All of the terms and conditions of this Agreement except those which clearly apply only to the first edition of the Work shall apply to all revisions of the Work. It is further agreed that for the purpose of royalty computation the revised edition shall be considered a new Work and the same scale of royalties shall apply to it as was applied in paragraph 4 of the original edition.

10. PROMOTION AND PUBLICITY

The Publisher shall have the right to use the name, likeness and biography of the Author for the purpose of promoting and/or publicizing the Work and any exploitation thereof.

11. AUTHOR'S COPIES

The Publisher shall furnish the Author six free copies of the Work upon its publication. The Author shall be entitled to purchase additional copies for his or her own use and not for resale at the list price of less 25%.

12. INFRINGEMENT BY OTHERS

If the copyright in the Work is infringed the Publisher may institute suit or seek other remedies as it shall determine and the Author agrees to cooperate fully with the Publisher in connection therewith. The proceeds of any recovery therefrom shall belong solely to the Publisher except that if the Author on request of the Publisher agrees to share equally with the Publisher all expenses incurred in connection therewith, then the net proceeds of any recovery thereafter obtained shall be divided equally between them.

13. NON-COMPETITION

The Author agrees that during the life of this Agreement he or she will not without the prior written consent of the Publisher directly or indirectly prepare or participate in the preparation of any work of similar character which may interfere or compete with the sale of the Work.

14. OPTION

The Author hereby grants to the Publisher the irrevocable option to accept for publication (on the same terms as set forth in this Agreement) the next _____ written by the Author. This option, if not exercised by the Publisher with respect to any particular option book, shall not apply to any succeeding option book.

15. ADDITIONAL PROVISIONS

- (a) The Author is in no respect an agent or employee of the Publisher.
- (b) The waiver of breach of, or a default under, any of the terms of this Agreement shall not be construed as a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by all the parties to it.
- (c) This Agreement contains the entire understanding and agreement between the parties. There are no representations or undertakings other than those expressly set forth herein.
- (d) This Agreement shall be deemed to have been executed and delivered in the State of New York, and shall be interpreted and construed in accordance with, and governed by, the laws of the State, regardless of the forum in which this Agreement or any part thereof may be submitted for construction, interpretation, or enforcement.
- (e) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of both parties.
- (f) Any notice to be given hereunder by either party to this Agreement to the other party shall be deemed to have been delivered if deposited in any United States Post Office in a sealed envelope, with registered postage prepaid, addressed to the Author or the Publisher at their respective addresses heretofore recorded in this Agreement or at any other addresses of which due notice has been given by either party as above specified.

16. SPECIAL PROVISIONS

Author's citizenship and Social Security Number (This information is required for copyright and tax purposes):

George S. Jones (U.S.) 560-20-1969

Names of Spouse and Children:

ILONA K. (spouse)

John C. (son)

Thomas J. (son)

Lane Oakes

Publisher

Author

Marsha Sefer (U.S.) 492-54-7090

Author

spouse: Richard Lampert

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Agreement

between

and

LONGMAN INC.
19 West 44th Street
New York, New York 10036

T I T L E

Date signed..... Nov 15 19.. 82

MEMORANDUM OF AGREEMENT

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Agreement is concluded between the Annenberg Press, ~~of the University of~~
ASC Pennsylvania, publisher of the Journal of Communication, hereinafter referred to as "Publisher," and Dorothy Kerr & Associates, Inc., hereinafter referred to as "Agency," for services to be performed by the Agency on behalf of the Journal of Communication, pursuant to the following terms, conditions, and stipulations:

1. The Publisher hereby appoints and designates the Agency to handle business management, circulation, promotion, and advertising sales for the Journal of Communication.
2. All costs incurred in producing advertising and other materials (including type, photos, illustrations, retouching, negatives, engravings, printing, and similar items) shall be billed at cost.
3. Miscellaneous charges such as travel costs, telegrams, long-distance telephone, express, freight, and similar expenditures clearly in the interest of the Publisher will be charged to the Publisher at cost.
4. All space advertising on behalf of the Journal of Communication will be billed at the published rates.
5. The Agency shall be paid a fee of one thousand two hundred dollars (\$1,200.00) per month in advance, payable on the first of each month. This fee shall cover the duties outlined in Appendix I (attached). Mechanicals shall be billed at the rate of eighteen dollars (\$18.00) per hour.
6. In addition to the stated fee, the Agency shall be paid a commission of twenty-five percent (25%) of the net advertising income above five hundred dollars (\$500.00) per year. Net advertising income is that income remaining after agency discount and bad debts have been deducted from the gross income. The two percent (2%) cash discount offered to advertisers will be absorbed by the Journal of Communication as an operating expense.

- 7. The Publisher agrees to the inclusion of the name and address of the Agency in the publication; to provide copies of the Journal for promotion purposes, and to send complimentary copies to advertisers and prospective advertisers and their agencies as designated by the Agency.
- 8. The Agency fee shall be reviewed no less than every twelve (12) months and adjustments agreed upon by the Publisher and the Agency shall be made, if necessary.
- 9. The effective date of this Agreement shall be ^{effective} June 1, 1973, and shall continue in effect until terminated, but shall continue for a period of not less than four (4) years. If termination is desired after four (4) years, it shall be upon at least ninety (90) days' written notice of termination from either party to the other. Upon such termination, the Publisher agrees to pay for all authorized work in process and the Publisher must assume the Agency's liabilities under all outstanding contracts made in the Publisher's behalf.

Signed this _____ day of _____, 1973.

~~ANNENBERG PRESS OF THE UNIVERSITY OF PENNSYLVANIA~~

AS Press ASC

BY _____

DOROTHY KERR & ASSOCIATES, INC.

BY _____

1/ This agreement shall be effective June 1, 1973, and it shall ~~be effective~~ ^{continue}
~~four years~~ for at least four years unless terminated by March 1 of each year
upon written notice of termination by either party. Upon such — *etc*

Re *Anthony School* *Dress*
Re *Anthony School* *27*
Comis _____

MEMORANDUM OF AGREEMENT

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Signed this _____ day of _____, 1973.

THE ANNENBERG SCHOOL PRESS
THE ANNENBERG SCHOOL OF COMMUNICATIONS

BY _____

DOROTHY KERR & ASSOCIATES, INC.

BY _____