



OXFORD UNIVERSITY PRESS

200 Madison Avenue
New York, New York 10016

12 May 1989

Dr. George Gerbner
Annenberg School of Communications
University of Pennsylvania
Philadelphia, PA 19104

Dear Dr. Gerbner:

Rachel Toor asked that I send on to you and Marsha Siefert the enclosed addendum to the Agreement of 5 May 1988 relating to the COMMUNICATIONS AND SOCIETY series.

May I ask that both of you sign all copies, have your signatures witnessed, and then return the original plus one copy to me? The other two copies are for your own files.

If you have any questions about the addendum, please give me a call.

Sincerely,

Joellyn M. Ausanka
Assistant to
Sheldon Meyer

:jma

Enclosures

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This constitutes an agreement between George Gerbner (hereinafter called the EDITOR) and Oxford University Press, Inc., 200 Madison Avenue, New York, NY 10016 (hereinafter called the PUBLISHER) for development and publication of a series of books to be called

COMMUNICATION AND SOCIETY

(hereinafter called the SERIES), subject to the terms and conditions set forth below.

1. The EDITOR agrees, upon the reasonable request of the PUBLISHER, to:
 - A. Help the PUBLISHER to identify attractive general publishing opportunities for the SERIES, help plan books, produce authors for the projects so identified, and make general suggestions to authors on books so identified.
 - B. Permit use of his name in the advertising and in the front matter of the books approved under subsection 3(B). The EDITOR shall not unreasonably withhold permission to use his name in other advertising pertaining to the SERIES.
 - C. Recommend for publication to the PUBLISHER from two to four manuscripts in any calendar year during the term of this agreement.
2. The PUBLISHER agrees to pay a royalty of two per cent (2%) of the company's net receipts on books published and sold in the United States and Canada. For books prepared according to 1(A), (B), or (C) above, the royalty on foreign sales shall be one per cent (1%) of net receipts.
3. The PUBLISHER agrees that:
 - A. Any author who asks the Oxford communication editor to be considered for the series will be put in contact with the EDITOR for such consideration.
 - B. They will inform the EDITOR when a signed contract is returned from an author for books in the SERIES.
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5. The PUBLISHER shall take all necessary steps required to copyright and protect against copyright infringement any and all SERIES books.
6. The PUBLISHER shall protect, defend, indemnify and hold harmless the EDITOR against any and all liability, damages, claims, costs (including attorney's fees) and causes of action arising out of the publication, advertising or promotion of, or the PUBLISHER'S contractual agreements with authors of, SERIES books or any individual book in such SERIES including, without limitation, actions for invasion of privacy, libel, or copyright or other property right infringement.
7. This agreement shall take effect upon signing by both parties and shall continue unless terminated by one of the parties upon presentation of a written notice to the other, such termination to be effective thirty days following receipt of the written notice (the "Termination Date"). In the event of termination, the EDITOR agrees to complete work on projects already contracted for and covered by this agreement as of the Termination Date. In the event of termination or death of the EDITOR, royalties on the sales of books covered under this agreement shall be paid for the life of the edition then current.
8. The term "net receipts" as used herein means the full payment actually received by the PUBLISHER (i) from the sale of each book covered hereby and (ii) from any subsidiary rights sold or granted for each book covered hereby, including television, radio, motion picture, stage, recordings, condensations, translations, excerpts, and abridgements. Payments of royalties hereunder shall be made semi-annually and a full accounting of the number of books published and sold and subsidiary rights sold or granted during the prior six-month period shall be made at the time of each payment. The EDITOR and his authorized agents and employees shall have the right, upon reasonable notice during regular business hours, to review the records of the PUBLISHER regarding net receipts under this agreement.

9. This agreement may not be assigned by one party without the prior consent of the other party.
10. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

George Gerbner
Editor

Edward W. Barry
President
Oxford University Press

Witness

Witness

Date

OUP:jma