

## The Media Education Foundation

Executive Director  
*Sut Jhally*

Managing Director  
*Robert DiNozzi*

### Board of Advisors

*Noam Chomsky*

*Jeff Cohen*

*Susan Douglas*

*Susan Faludi*

*George Gerbner*

*Todd Gitlin*

*Stuart Hall*

*bell hooks*

*Jean Kilbourne*

*Chris Svoboda*

*Cornel West*

*John Edgar Wideman*

*Naomi Wolf*

### Video Production and Royalty Agreement

Agreement, dated this 9th day of March, 1994, by and between The Foundation for Media Education, Inc., a Massachusetts non-profit corporation having a principal address of P.O. Box 2008, Amherst, Massachusetts 01004, hereinafter referred to as the Foundation, and Dr. George Gerbner, of Philadelphia, Pennsylvania, hereinafter referred to as Gerbner.

Whereas, the Foundation is about to produce a video for commercial distribution called "The Killing Screens: Media and the Culture of Violence"; and

Whereas, Gerbner will be featured therein; and

Whereas, the parties intend to share in any income that distribution of the video may bring; and

Whereas, the parties wish hereby to spell out their respective rights, duties, obligations and expectation with regard to the said video;

Now, therefore, the parties agree as follows:

1. The Foundation shall undertake the production of the said video.
2. The projected date for completion of final editing is February 30, 1994. The final edit shall be at the sole discretion of the Foundation.
3. Upon completion of final edit, the Foundation shall, at its expense, cause multiple copies thereof to be professionally produced and packaged.
4. The Foundation shall thereupon diligently undertake to market same for sale to both institutions and individuals. All reasonable and necessary costs in connection with said marketing, including advertising, mailing or other mode of distribution, shall be the responsibility of the Foundation. The Foundation shall use reasonable efforts to promote sales of the video so as to maximize distribution and associated income.
5. The Foundation shall pay a royalty of five percent (5%) of gross income until the point at which gross sales equal thirty thousand dollars (\$30,000.00). The royalty shall be twenty-five percent (25%) on all gross sales thereafter. On a quarterly basis, the Foundation shall provide Gerbner with an account of units sold, remitting therewith to Gerbner such monies as may be due and owing on account of the aforesaid royalty. Accountings shall be provided for the periods ending March 30, June 30, September 30, and December 31, and shall be provided within thirty (30) days following the close of each quarter.

"Gross income" means, with respect to any calendar quarter, all money and the value of other property having market value (including, but not limited to, any award, grant or subsidy for the video) which is received by the Foundation during the calendar quarter from distribution of the video, except that the following items shall be excluded from "gross income": (i) postage (which includes UPS charges, freight charges or other charges paid to carriers for transmission of the video to purchasers), insurance charges, late return penalty charges, sales taxes, and use taxes; provided that the above items are stated as separate items on bills or invoices to customers; and (ii) entrance fees and postage in connection with awards, grants or subsidies. The amount of any items so excluded from "gross income" shall not exceed the actual cost to the Foundation by more than five dollars (\$5.00).

The parties anticipate that the price of the videos will be \$195.00 per unit. However, the Foundation reserves the right to determine the actual price, and to be flexible therewith, based on market conditions and the circumstances of particular customers.

6. The Foundation shall maintain detailed books of account and records relating to its distribution of the video, which shall be made available to Gerbner or his agents upon his reasonable request.

7. As between the parties, the Foundation shall have the exclusive right to produce, distribute, and present the video throughout the world incorporating Gerbner's name, likeness, and performance.

8. The Foundation agrees to indemnify Gerbner and hold him harmless from and against any claims or suits arising from the distribution of the video.

9. This agreement shall be construed and interpreted in accordance with the law of Massachusetts.

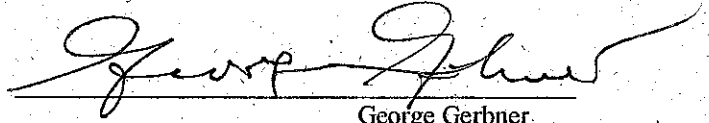
10. This contract may be amended by the parties by mutual agreement. Any such agreement, to be effective, must be in writing and signed by both parties.

11. This contract shall remain in effect until terminated by mutual agreement of the parties, or by operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day and year first  
above written.

3/11/94

Date



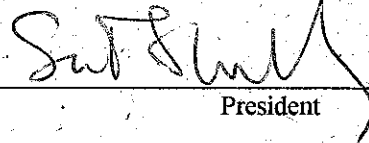
George Gerbner

THE FOUNDATION FOR  
MEDIA EDUCATION, INC.

3/21/94

Date

By:



President

## **Video Production and Royalty Agreement between George Gerbner and the Media Education Foundation**

Executive Director  
*Sut Jhally*

Director of Development  
*Thomas N. Gardner*

Director of Marketing  
*Sophy Craze*

### **Board of Advisors**

*Noam Chomsky*

*Jeff Cohen*

*Susan Douglas*

*Michael Eric Dyson*

*Susan Faludi*

*George Gerbner*

*Todd Gitlin*

*Stuart Hall*

*bell hooks*

*Jean Kilbourne*

*Cornel West*

*John Edgar Wideman*

*Naomi Wolf*

Agreement, dated this 9th day of August, 1997 by and between The Media Education Foundation, Inc., a Massachusetts non-profit corporation having a principal address of 26 Center Street, Northampton, Massachusetts 01060, hereinafter referred to as the Foundation, and George Gerbner of 234 Golf View Rd, Ardmour, PA 19003, hereinafter referred to as Gerbner.

Whereas, the Foundation is about to produce two videos for commercial distribution called "George Gerbner On Media and Culture" and,

Whereas, Gerbner will be featured therein; and

Whereas, the parties intend to share in any income that distribution of the video may bring; and

Whereas, the parties wish hereby to spell out their respective rights, duties, obligations and expectation with regard to the said video;

Now, therefore, the parties agree as follows:

1. The Foundation shall undertake the production of the said video.
2. The projected date for completion of final editing is September 30 1997. Gerbner will be shown a copy of the rough edit for comments and suggestions. The final edit shall be at the sole discretion of the Foundation.
3. Upon completion of final edit, the Foundation shall, at its expense, cause multiple copies thereof to be professionally produced and packaged.
4. The Foundation shall thereupon diligently undertake to market same for sale to both institutions and individuals. All reasonable and necessary costs in connection with said marketing, including advertising, mailing or other mode of distribution, shall be the responsibility of the Foundation. The Foundation shall use reasonable efforts to promote sales of the video so as to maximize distribution and associated income.

5. The Foundation shall pay a royalty of fifteen percent (15%) of gross income, after the gross income for both videos combined has exceeded twenty thousand dollars (\$20,000.00). On a quarterly basis, the Foundation shall provide Gerbner with an account of units sold, remitting therewith to Gerbner such moneys as may be due and owing on account of the aforesaid royalty. Accountings shall be provided for the periods ending March 30, June 30, September 30, and December 31, and shall be provided within forty-five (45) days following the close of each quarter..

"Gross income" means, with respect to any calendar quarter, all money and the value of other property having market value (including, but not limited to, any award, grant or subsidy for the video) which is received by the Foundation during the calendar quarter from distribution of the video, except that the following items shall be excluded from "gross income": (1) postage (which includes UPS charges, freight charges or other charges paid to carriers for transmission of the video to purchasers), insurance charges, late return penalty charges, sales taxes, and use taxes; provided that the above items are stated as separate items on bills or invoices to customers; and (ii) entrance fees and postage in connection with awards, grants or subsidies. The amount of any items so excluded from "gross income" shall not exceed the actual cost to the Foundation by more than five dollars (\$5.00).

The parties anticipate that the price of the videos will be \$195.00 per unit. However, the Foundation reserves the right to determine the actual price, and to be flexible therewith, based on market conditions and the circumstances of particular customers.

6. The Foundation shall maintain detailed books of account and records relating to its distribution of the video, which shall be made available to Gerbner or his agents upon his reasonable request.

7. As between the parties, the Foundation shall have the exclusive right to produce, distribute, and present the videos throughout the world incorporating Gerbner's name, likeness, and performance.

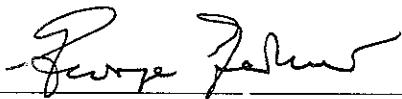
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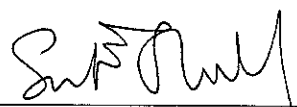
9. This agreement shall be construed and interpreted in accordance with the law of Massachusetts.

10. This contract may be amended by the parties by mutual agreement. Any such agreement, to be effective, must be in writing and signed by both parties.

11. This contract shall remain in effect until terminated by mutual agreement of the parties, or by operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day and year first above written.

 8/22/97  
\_\_\_\_\_  
George Gerbner Date

 8/9/97  
\_\_\_\_\_  
Sut Jhally, Executive Director Date  
The Media Education Foundation