

SINCE
1478

OXFORD UNIVERSITY PRESS

200 Madison Avenue
New York, New York 10016

July 15, 1983

Dean George Gerbner
The Annenberg School
of Communications
University of Pennsylvania
3620 Walnut Street C5
Philadelphia, Pa. 19104

Ms. Tobia Worth
The Annenberg School
of Communications
University of Pennsylvania
3620 Walnut Street C5
Philadelphia, Pa. 19104

Dear Tobia and George:

Rather than just filling out the questionnaire, the attached memorandum which accompanies it is a somewhat more detailed response to the questions you submitted. Many of the questions required more than a numeric, one-line answer and we would be remiss if Oxford failed to provide detailed information.

I think you already know, or should know, my arguments for having the Annenberg School publish with Oxford. I don't think anyone could or would dispute OUP's reputation for high quality in all areas of its publishing program, high quality with regard to the academic content of our publications and with regard to the quality of production. Obviously, one of the things that attracts me to the International Encyclopedia of Communications is the Annenberg School's reputation for high academic standards. It seems to me we have a match.

OUP's position as an international publisher is a second key element. As you know we have publishing offices in all the major markets worldwide and these offices exist both to publish and market academic and reference books. I emphasize the fact that we have offices rather than just agents in these major locations. These offices have all the necessary marketing capabilities to ensure proper promotion of the Encyclopedia. Prior to my meeting with you at The Princeton Club, I asked the managers of the major offices to let me have their preliminary reactions to the Encyclopedia. The enclosed telexes indicate their enthusiasm and give you some feel as to their commitment. (I had these at the meeting at The Princeton Club but it did not seem appropriate to distribute them at that time.)

The lists of titles in communications which Sheldon provided will, I hope, convince you that Oxford has a very real commitment to the field. The quality of that list should also convince you that we have an editorial expertise and a relationship with authors that should prove invaluable to the project.

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Clearly, we are committed to the publishing of high quality and scholarly reference works. One of the reasons I joined Oxford was that list. Another not unrelated reason was to bring my own expertise to the marketing of that list and its further development. I admit to bias but I believe we can reach the market for the Encyclopedia more effectively than any other publisher.

The financial commitment outlined in the enclosed memorandum should reassure you, if you have any doubts, that we believe the Encyclopedia is an important undertaking and will be successful.

I am eager and willing to talk to both of you about the Encyclopedia at any time. It occurs to me that you might want to meet with the Director of our International Division. If so, please let me know.

Do call me if you have any questions. I'll be in Oxford next week but will be in the office for the rest of the summer. I hope we can get together before September.

Sincerely,



Edward W. Barry,
President

EWB:srg
Enclosures

INTERNATIONAL ENCYCLOPEDIA OF COMMUNICATIONS
RESPONSE TO QUESTIONNAIRE

I. Logo

As promised at our meeting, we have reviewed the question of dual imprint and logo, and everyone agrees that a dual imprint is both appropriate and desirable. We should have it on both the spine and title page and should use it in advertising. I see no problem about our coming to an agreement on an appropriate logo.

II. Projected List Price

The \$350 list price assumes publication four years from now with continued inflation and that we will offer a prepublication price of \$295 for six months prior to publication date. It also assumes that the Encyclopedia will be discounted at an average of 23% to library wholesalers, libraries, and retail bookstores. For purposes of budgeting we have estimated an average net price of \$270.

III. Production

As I indicated in my letter of April 18, we estimate that our total plant expense including computer indexing will be \$125,000 with \$70,000 of this being for typesetting or composition.

The paper, printing, binding, and slipcase--if we all agree that a slipcase is desirable (I very much doubt that it is)--will be \$25.00. This assumes Smyth sewn books, 60# paper, "D" Buckram over 98 pt. binders boards, headbands, colored endpapers, and two hits of foil.

The set unit cost would be \$56.25.

IV.

We estimate that the design and dummied cost will be about \$25,000 and will be incurred by Oxford University Press. We also assume that this will be performed by Oxford University Press.

ASC will have both design and dummied approval but early and frequent meetings to resolve problems must be scheduled. We do not expect camera-ready art but we do expect ASC staff to select all art and half-tones to be included in the Encyclopedia and to prepare all necessary captions.

Provided there are not an excessive number of overlays, the outside expense for drafting 600 line drawings would be about \$60,000. I would suggest that the art work be done by Oxford with the outside costs shared by Oxford and ASC.

V. Editorial Costs

The editorial costs of \$375,000 assume that we will have a fulltime senior project editor working on the Encyclopedia as well as a secretary and an in-house copy editor throughout the life of the project.

VI. Permissions

Since OUP has more experience at this we will assume responsibility for clearing permissions. I would expect ASC to pay the permission costs.

VII. Marketing and Promotion

The primary markets for the Encyclopedia, both international and domestic, will be academic libraries, public libraries, high school libraries, and special libraries particularly those serving government, business, and the communications industry.

We will reach these markets through a combination of direct mail, direct sales calls by salaried and commission salespeople, tele-marketing, journal advertising, and publicity campaigns. Direct mail will be targeted both to institutions and to academics and professionals.

In the international market each office listed below will mount a campaign using materials prepared by New York and by the local office with direct input by me and coordination of the campaigns by the Director of the International Division.

Oxford University Press, England, for the United Kingdom, Europe and the Middle East, and Africa

Oxford University Press, Tokyo, for Japan and Korea

Oxford University Press, Melbourne, for Australia and New Zealand

Oxford University Press, Hong Kong, for Hong Kong, Taiwan, and the Peoples Republic of China

Oxford University Press, New Delhi, for India

Oxford University Press, Kuala Lumpur, for Southeast Asia

Oxford University Press, Capetown, for Southern Africa

Oxford University Press, Toronto, for Canada

As indicated in my letter of April 18, the direct advertising expense will approach \$250,000 including about \$25,000 for a publicity campaign to scholarly and general interest media. Space advertising costs would be about \$20,000. Please note that the major expense will be and should be for direct mail campaigns.

VIII. Computer Input of Manuscript

We see no problem provided there are early meetings between your and our editing and manufacturing people.

IX.

We would prefer to sell directly to your alumni. We can offer a 25% discount and royalty on these sales.

X.-XII.

All of these are simply numeric answers which are answered in the questionnaire and which were already explained in my letter of April 18.

ENCYCLOPEDIA OF COMMUNICATIONS

QUESTIONNAIRE

Where applicable, please use the following specifications:

- 4 volumes
- 8 1/2 x 11 trim size
- 2 colors
- 1.2-1.4 million words
- 2000 pages

I. LOGO

With the understanding that The Annenberg School of Communications (ASC) is copublisher of this project, are you willing to represent this on:

- 1. the spine yes no
- 2. the cover yes no
- 3. the title page yes no

II. PROJECTED LIST PRICE \$ 350

III. PRODUCTION

On the assumption of an initial printing of 4000 sets, please specify and/or assign dollar amount to the following items:

- typesetting _____ \$ 70 000
- composition (see also VIII below) \$ 125 000
- manufacturing:
- stock _____ \$ 56 000
- binding _____ \$ 28 000
- slipcase _____ \$ 16 000
- total _____ \$ 225 000
- set unit cost _____ \$ 56.25

IV. ART

- What is the design cost? \$ 25 000
- Who pays for the design? ASC Publisher
- Will ASC have design approval? Yes No
- Will ASC have dummy approval? Yes No
- Do you expect camera-ready art? Yes No
- If not, who will pay for the drafting of line art? ASC 1/2 Publisher 1/2

V. EDITORIAL COSTS \$ 375 000

VI. PERMISSIONS

Who will be responsible for permissions? ASC Publisher

VII. MARKETING AND PROMOTION

What are your target markets and how will you reach them? _____

See MEMO

Domestic? 10,000

International? 5,000

What is your projected publicity budget? \$ 25 000

What is your space advertising budget? \$ 20 000

VIII. COMPUTER INPUT OF MANUSCRIPT

ASC is planning to input manuscript. Are you prepared to handle this? Yes No

ASC at the same time plans to code for indexing. Are you set up to work with us? Yes No

IX. SALES

What are your projected 5-year sales figures? Sets 15 000
\$ 4,050,000

In an ASC buy-back arrangement:

What would our discount rate be? % 50

Would we have the right to sell sets to our own alumni? If so, at what discount? % 25

X. PUBLISHER'S UP-FRONT DOLLAR INVESTMENT? \$ 705,000

XI. PROJECTED SALES/5 YEARS

Domestic	\$ <u>2 700 000</u>
International	\$ <u>1 350 000</u>
Total	\$ <u>4 050 000</u>

XII. ROYALTIES

What is your projection for the ASC royalties?

% <u>15</u>	\$ <u>608 000</u>
Domestic	\$ <u>405 000</u>
International	\$ <u>203 000</u>

AGREEMENT dated as of the 31st day of August 1983 between THE ANNENBERG SCHOOL OF COMMUNICATIONS, 3620 Walnut Street/C5, Philadelphia, Pennsylvania 19104, a Pennsylvania educational non-profit corporation hereinafter called the "Copublisher" and OXFORD UNIVERSITY PRESS, INC., 200 Madison Avenue, New York, New York 10016, a Delaware corporation, hereinafter called the "Publisher," with respect to the work tentatively entitled International Encyclopedia of Communications hereinafter called the "Work."

COPUBLISHER'S GRANT 1. The Copublisher hereby grants and assigns to the Publisher during the full term of copyright and all renewals thereof, subject to Paragraph 18, book publication rights and the rights hereinafter specifically referred to in this Agreement, throughout the World.

COPYRIGHT 2. The Publisher shall take out copyrights in the Work in the name of Copublisher in the United States of America and such other countries as both parties may deem expedient and shall obtain renewals of the copyright in the Work upon expiration of the term thereof.

MANUSCRIPT 3. The Copublisher agrees to deliver to the Publisher not later than four years from the date of the signing of this Agreement two copies of a legible manuscript of the Work in form and content reasonably satisfactory to the Publisher. The manuscript shall contain about

1.2 million words averaging 5.5 characters in length and, in addition, Copublisher will furnish about 1200 illustrations (both halftone and line art). See clause 26 (d).

ROYALTIES 4. The Publisher agrees to pay to the Copublisher, subject to the provisions of the succeeding paragraphs of this Agreement:

- (a) On regular sales in the United States 15% of net price (the price at which the Work is sold by the Publisher). No royalty shall be paid on free copies furnished to the Copublisher or on copies used for review, sample, or other similar purposes, or on copies accidentally damaged or destroyed, or on copies returned.
- (b) On sales of a special edition at a reduced price, or on sales of the regular edition at reduced prices for special use, or when, in the opinion of the Publisher, the remunerative sale of the regular edition has ceased, a royalty of 15% of net price; but if the Publisher shall sell copies of the Work at less than manufacturing cost, which it shall not do prior to five years after publication of the Work, and only with the consent of Copublisher, no royalty shall be payable to the Copublisher on such sales.
- (c) On all copies of the Publisher's regular edition sold for export in unbound sheets or in bound form a royalty of 15% of net price.

- (d) On all copies sold through the medium of mail-order or coupon advertising a royalty of 15% of net price.

INEXPENSIVE EDITION (1) 5. The Publisher, with the prior written consent of Copublisher, may publish at a published price no greater than two-thirds of the published price of the regular edition an inexpensive edition of the Work. The Publisher agrees to pay to the Copublisher the following royalties on such an edition:

15% of net price.

INEXPENSIVE EDITION (2) 6. The Publisher, with the prior written consent of Copublisher, may license to reprint publishers the right to publish and sell inexpensive editions of the Work. If rights of publication in the Work are so licensed, the Publisher agrees to pay to the Copublisher 40% of the Publisher's gross receipts arising from the licensing of such rights.

SUBSIDIARY RIGHTS 7. (a) BOOK CLUB EDITIONS The Publisher shall have the exclusive right, subject to Copublisher's approval, not to be unreasonably withheld, either to license rights of publication or sell copies of the Work to a book club. If rights of publication in the Work are so licensed, the Publisher agrees to pay to the Copublisher 50% of the Publisher's net receipts after deduction of the costs of any necessary plate manufacture, transportation, or any other expenses arising from the licensing of publication rights to the book club. If copies of the Publisher's

regular edition are sold to the book club, the Publisher agrees to pay the Copublisher 50% of the royalty paid to the Publisher by the book club.

- (b) The Copublisher hereby grants to the Publisher, subject to the Copublisher's approval, not to be unreasonably withheld, radio, television, and first serialization rights, and agrees that 75% of the net proceeds from the sale of such subsidiary rights shall belong to the Copublisher and 25% to the Publisher.
- (c) The Copublisher hereby grants to the Publisher, subject to the Copublisher's approval, not to be unreasonably withheld, the exclusive right to license the following subsidiary rights in the Work and agrees that the net proceeds received from the license of such subsidiary rights shall be divided equally between Copublisher and Publisher: digest, adaptation, visualization, selection, anthology, quotation, second serialization, syndication, translation, recorded readings, microphotographic reproduction, visual projections of the Work as a book, adaptation of the Work for use in facilities employed in information transfer and retrieval, and Braille transcriptions.

The Copublisher's approval hereunder shall be deemed withheld reasonably if the Copublisher believes that the material not approved of might be detrimental to the Copublisher's image and reputation as a leading institution

of learning in the field of communications.

COPUBLISHER'S WARRANTY 8. The Copublisher represents and warrants that it is the sole proprietor of the Work and has full power to make this Agreement and grant; that the Work has not heretofore been published in book form; that it contains nothing of an obscene, libelous, injurious, or unlawful nature; and that the Work will not infringe upon any copyright, proprietary right, or other right. The Copublisher agrees to hold harmless the Publisher from and against any and all suits, claims, damages, and liabilities, based on or in respect of any violation of any copyright, proprietary right, or other right or any obscene, libelous, injurious, or unlawful matter in the Work. In the case of alleged violations the Copublisher and Publisher agree to share equally in court costs, in excess of costs covered by insurance. The control of the defense of any action against the Publisher in respect of the Work and covered by the foregoing warranty shall be exercised by the Copublisher and at its expense. The Publisher will have the right to employ counsel to join the defense.

PERMISSIONS 9. The Publisher agrees to use its best efforts to secure the necessary permission from third parties to reprint in the Work any material included that is under copyright, or is subject to any proprietary or other right of others, including art, but any fees incurred shall be paid by the Copublisher.

MANUSCRIPT REVISION 10. If, in the reasonable opinion of the Publisher, the manuscript is not in proper form for publication, the Copublisher shall have the option of revising it to the Publisher's reasonable satisfaction or of commissioning the Publisher to have it properly prepared or revised subject to Copublisher's approval and at its expense. Unless otherwise mutually agreed, the Publisher shall make the manuscript of the Work conform to its standard style in punctuation, spelling, capitalization, and usage. If the Copublisher fails to deliver the manuscript to the Publisher as agreed, the Publisher shall have the right to rescind this Agreement by written notice to the Copublisher.

PROOF 11. The Copublisher agrees to read, revise, and correct and return to the Publisher all galley and page proofs of the Work within a reasonable time. If the Copublisher makes alterations in such galley, page proof, or illustrative material, other than corrections of printer's errors, then the expense thereof in excess of 10% of the cost of original composition (as demonstrated by Publisher, with appropriate documentation) shall be charged against any sums accruing to the Copublisher under this Agreement.

INDEX 12. The Copublisher agrees to prepare and deliver to the Publisher, if requested by the Publisher, an index to the Work, in form and content satisfactory to the Publisher, within a reasonable time after receipt by the Copublisher of the page proofs of the Work, failing which the Publisher may have such an index prepared at the Copublisher's expense and charge the cost thereof against any sums accruing to the Copublisher under this Agreement.

SIMILAR PROJECT 13. Both Publisher and Copublisher agree that they will not during the continuance of this Agreement, without first obtaining the written consent of the other party, write, print, publish, or cause to be written, printed, or published, any revised, corrected, enlarged, or abridged version of the Work, or in any way become interested in any such version or in any book of a character that might interfere with or reduce the sales of the Work.

PUBLICATION 14. The Publisher agrees to publish the Work at its own expense and in such style and manner and at such price as both Publisher and Copublisher jointly deem best suited to the sale thereof, subject to the provisions hereof.

COPUBLISHER'S COPIES 15. The Publisher agrees to furnish the Copublisher with twenty-five free sets of the Work and to permit the Copublisher to purchase a reasonable number of additional copies for its own use and distribution for goodwill purposes (but not for resale) at 50% discount (royalty free). The Publisher will sell to alumni of The Annenberg School of Communications at a 25% discount, with the Copublisher receiving full royalty on those sales.

STATEMENTS OF ACCOUNT 16. The Publisher agrees to render semiannual statements of account with respect to the Work specified in this Agreement as of the 31st day of March and the 30th day of September in each year following the publication of the Work and shall deliver the same to the Copublisher on or before the 1st day of July and the 2nd day of January following, together with the amount due.

REVISION 17. The terms relating to preparation and publication of an abridged, expanded, or revised edition shall be subject to a new Agreement to be negotiated.

TERMINATION 18. In the event that the Work shall at any time be out of stock, the Copublisher may give certified notice thereof to the Publisher, and in such event the Publisher shall declare within thirty days in writing whether it intends to have a new printing of the Work. If the Publisher shall declare its intention to have a new printing, it shall publish such printing not later than twelve months from the date of such notice. If within thirty days the Publisher shall not declare in writing that it does so intend, or if it shall not within such twelve months period bring out

a new printing of the Work, or in case after five years from the date of first publication of the Work it gives three months notice to the Copublisher of its intention to discontinue publication, then this Agreement shall terminate and all rights granted hereunder shall revert to the Copublisher, together with any existing property originally furnished by the Copublisher. In the event of any termination of this Agreement, the Copublisher shall have the right for thirty days thereafter to purchase any remaining copies or sheets or film or its equivalent at one-half the manufacturing cost thereof, in default of which the Publisher may dispose of the stock as it sees fit, without prejudice to the Copublisher, subject to royalties as elsewhere provided herein. In the event of any termination of this Agreement as herein provided, the respective rights of the parties hereto accrued to the date of termination shall not be affected thereby but shall survive such termination, and rights accrued or to accrue under any license or sale made prior to such termination shall not be affected by such termination.

ASSIGNMENT 19. No assignment of this Agreement except by operation of law shall be binding upon either of the parties hereto without the written consent of the other; provided however, that the Copublisher may assign or transfer any monies due or to become due under this Agreement upon giving to the Publisher written notice of such assignment.

NOTICES 20. Any notice required under any of the provisions of this Agreement shall be in writing and deemed to have been properly served by delivery in person or by mailing to the party sought to be charged at its

address set forth above or at such other address as may have been furnished in writing to the other party. A copy of each notice to Copublisher shall also be sent to Harry C. Coles, Jr., Esq., at Box 750, Radnor, Pa. 19088.

SUCCESSORS 21. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Publisher and Copublisher and their successors and assigns.

INTERPRETATION 22. This Agreement shall be construed in accordance with the laws of the State of New York.

IMPRINT AND LOGO 23. Dual imprint and logo will be jointly developed and agreed upon by Publisher and Copublisher and will appear in all appropriate places and publications (except as approved by Copublisher), including spine, cover, title page of the Work, and all promotional copy, brochures, news releases, etc. Copublisher will have copy and design approval of all advertising and publicity pertaining to the Work, such approval not to be unreasonably withheld or delayed.

PROJECTED LIST PRICE 24. An initial list price of \$350 is projected, assuming that publication will occur in five years from date of this Agreement and that Publisher will offer a prepublication price of \$295 for six months prior to publication date.

SPECIFICATIONS 25. The Work will be produced according to the following specifications:

- (a) 4 volumes
- (b) 8 1/2 by 11 trim size
- (c) 2-color design
- (d) 1.2 million words
- (e) approximately 2000 pages

PRODUCTION 26. (a) Publisher agrees that the composition and design of

the Work will be of high standards comparable to other major works published by Oxford University Press.

- (b) Publisher will provide Smyth sewn books, 60# paper, "D" Buckram over 98 pt. binders boards, headbands, colored endpapers, two hits of foil, and a stamped cover. A

decision about using a slipcase will be made jointly.

- (c) Design and dummyming will be performed by Publisher, at Publisher's expense.
- (d) Copublisher will have both design and dummyming approval, such approval not to be unreasonably withheld. The Copublisher will also have finished art approval, not to be unreasonably withheld. Camera-ready art is not required but Copublisher is responsible for selecting and providing all art and half-tones to be included in the Encyclopedia and for the preparation of all necessary captions.
- (e) Art work will be done by Publisher with the costs of work done on the outside shared equally by Publisher and Copublisher. The outside expense for drafting 600 line drawings is currently estimated to be about \$60,000.

PUBLISHER'S EDITORIAL EFFORTS 27. Publisher will employ sufficient editorial staff to insure prompt and efficient coordination between Copublisher and Publisher and to insure high standards of copyediting. A senior project editor and necessary support staff will be assigned to the Encyclopedia.

MARKETING AND PROMOTION 28. It is understood that the Publisher's budget for marketing and promotion will not be less than \$250,000. Publisher agrees to submit all promotional copy and design to Copublisher for approval, such approval not to be unreasonably withheld, prior to distribution.

EDITORIAL BOARD MEETINGS 29. Publisher will provide the services, at its own expense, of a senior representative, to be approved by Copublisher, at regularly scheduled meetings of Copublisher's Editorial Board, at The Annenberg School of Communications in Philadelphia. Such meetings will be held monthly or bimonthly, on a mutually convenient basis.

PUBLISHER'S PROPOSAL 30. The Publisher's proposal of July 13, 1983, is attached and made part of this Agreement for the guidance of the contracting parties. The amounts cited in this proposal are to be taken as estimates and projections rather than as precise commitments.

THE ANNENBERG SCHOOL OF
COMMUNICATIONS

OXFORD UNIVERSITY PRESS, INC.

By _____
Vice President

By Edward W. Barry
President

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