

December 16, 1985

William J. Henrich, Jr., Esq.
President
Triangle Publications, Inc.
100 Matsonford Road
Radnor, PA 19088

Dear Bill:

Enclosed are drafts of four documents of Assignment that the University's General Counsel and I believe would accomplish the transfer of the role of co-publisher from The Annenberg School of Communications to The Trustees of the University of Pennsylvania. This is acceptable to Oxford.

Each of the documents pertains to one or more of the parties with whom we have agreements. The first is of course the Oxford University Press. The second pertains to contributors who have been commissioned. The third refers to Chernow Editorial Services, specialists in biographies, engaged to assist with locating and commissioning the best qualified biographers for the Encyclopedia. The fourth deals with the biographers commissioned.

If these are satisfactory, please return three signed copies of each. We shall return to you a fully executed copy of each document.

If you have any questions or suggestions, please call or send me a revised draft and I will check it out with Oxford and the University.

With best regards.

Sincerely yours,

George Gerbner

GG:ab

Enclosures

bc: Debra F. Fickler, Asst. General Counsel, Univ. of PA

December 19, 1985

William J. Henrich, Jr., Esq.
President
Triangle Publications, Inc.
100 Matsonford Road
Radnor, PA 19088

Dear Bill:

Here is the copy of the Minutes I mentioned. The Ambassador's remark, accepted by the Joint Committee, is on page 3. I agree that it may not be necessary to stipulate in the letter of agreement how the royalties are to be split. But it may be useful to include some wording that reflects the Ambassador's (and Joint Committee's) wishes.

In any case, I await your response and instructions on how to proceed.

Sincerely yours,

George Gerbner

GG:ab

Enclosure

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

December 27, 1985

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

Re: International Encyclopedia of Communications

Dear George:

Following up our most recent telephone conversation, I have enclosed herewith the following:

1. Proposed Amendment to Agreement.
2. Proposed letter confirming the School's obligation to continue to fund the Encyclopedia at a cost up to the \$4,000,000 original budget figure.

After you have had a chance to review the enclosed, would you please call me. It is our contemplation that the Amendment and the letter of confirmation (and the assignments which you provided) would be executed more or less simultaneously after approval by all the parties.

Sincerely,



William J. Henrich, Jr.
Vice President

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

DRAFT
DISCUSSION PURPOSES ONLY

December 27, 1985

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

Re: International Encyclopedia of Communications Project

Dear George:

We have submitted a proposed Amendment to Agreement concerning the encyclopedia by the terms of which the University will be substituted for The Annenberg School of Communications.

We have assured you that the School will stand by its original commitment to fund the encyclopedia project up to an amount not to exceed Four million dollars (\$4,000,000.) as per the initial approval.

This letter will serve as a reaffirmation of that assurance to pay an amount not to exceed Four million dollars, (\$4,000,000.) less any amounts which have been paid against project cost from August 31, 1983.

We do not anticipate any changes in the established processing of materials relating to the project and we will expect that the present procedures will be followed in the future.

Sincerely,

William J. Henrich, Jr.
Vice President

DRAFT
DISCUSSION PURPOSES ONLY

AMENDMENT TO AGREEMENT

BACKGROUND

The Annenberg School of Communications, a Pennsylvania educational non-profit corporation ("School") and the Oxford University Press, Inc., a Delaware Corporation ("Publisher") entered into an agreement dated August 31, 1983 relating to the production and publication of a work tentatively entitled "International Encyclopedia of Communications" ("Agreement") and a copy of the Agreement is attached hereto made a part hereof and marked "Exhibit A".

The School desires to be released prospectively from the provisions of the Agreement and to substitute in its place and stead the University of Pennsylvania, a _____ ("University") as if the University was a signatory thereto.

The Publisher is agreeable to such release subject to the agreement of the University: a) to act prospectively as the substitute Co-Publisher and b) to assume all of the Co-Publisher's obligations set forth in the Agreement.

The University is agreeable to; a) its prospective substitution as the Co-Publisher under the Agreement and, b) its assumption of all of the Co-Publisher's obligations under the Agreement.

NOW THEREFORE, this Amendment to Agreement witnesseth that in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Commencing with the date hereof the University shall be deemed the Co-Publisher for all purposes of the Agreement and Publisher releases the School from any liability or obligation thereunder.

2. Paragraph II of the Agreement shall be deemed amended so that all copyrights relating to the Work shall be in favor of the University and none shall be in favor of the School.

3. The last sentence of Paragraph 20 shall be deemed stricken.

4. Paragraph 23 shall be deemed amended so that any dual imprint and/or logo developed will not identify The Annenberg School of Communications as a party interested in or identified as a sponsor of the work.

5. In all other respects all of the terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS HEREOF the parties hereto have executed this Amendment to Agreement as of _____, 1986.

THE ANNENBERG SCHOOL OF COMMUNICATIONS

By _____

OXFORD UNIVERSITY PRESS

By _____

UNIVERSITY OF PENNSYLVANIA

By _____

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

January 29, 1986

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

Re: International Encyclopedia of Communications
Project - Agreement dated August 31, 1983,
between The Annenberg School of Communications
and Oxford University Press, Inc. ("Agreement")

Dear George:

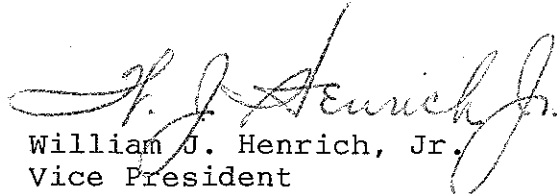
We have submitted a proposed Amendment to the Agreement, by the terms of which the University will be substituted for The Annenberg School of Communications. We understand that the proposed Amendment is satisfactory to all parties and a fully executed copy thereof will be returned to us in due course.

We have assured you that the School will stand by its original commitment to fund the encyclopedia project up to an amount not to exceed Four Million Dollars (\$4,000,000) as per the initial approval.

This letter will serve as a reaffirmation of that assurance to pay an amount not to exceed Four Million Dollars (\$4,000,000) less any amounts which have been paid against project costs from August 31, 1983.

We do not anticipate any changes in the established processing of materials relating to the project and we will expect that the present procedures will be followed in the future.

Very truly yours,


William J. Henrich, Jr.
Vice President

WJHJr/lgc

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

January 29, 1986

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

Re: International Encyclopedia of Communications
Project - Agreement dated August 31, 1983,
between The Annenberg School of Communications
and Oxford University Press, Inc. ("Agreement")

Dear George:

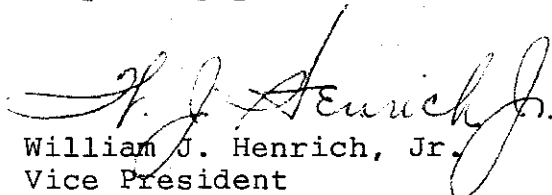
We have submitted a proposed Amendment to the Agreement, by the terms of which the University will be substituted for The Annenberg School of Communications. We understand that the proposed Amendment is satisfactory to all parties and a fully executed copy thereof will be returned to us in due course.

We have assured you that the School will stand by its original commitment to fund the encyclopedia project up to an amount not to exceed Four Million Dollars (\$4,000,000) as per the initial approval.

This letter will serve as a reaffirmation of that assurance to pay an amount not to exceed Four Million Dollars (\$4,000,000) less any amounts which have been paid against project costs from August 31, 1983.

We do not anticipate any changes in the established processing of materials relating to the project and we will expect that the present procedures will be followed in the future.

Very truly yours,


William J. Henrich, Jr.
Vice President

WJHJr/lgc

3/20/86

AMENDMENT TO AGREEMENT

BACKGROUND

The Annenberg School of Communications, a Pennsylvania educational non-profit corporation ("School") and the Oxford University Press, Inc., a Delaware corporation ("Publisher") entered into an agreement dated August 31, 1983, relating to the production and publication of a work tentatively entitled "International Encyclopedia of Communications" ("Agreement") and a copy of the Agreement is attached hereto, made a part hereof and marked "Exhibit A".

The School desires to be released prospectively from the provisions of the Agreement and to substitute in its place and stead the Trustees of the University of Pennsylvania, a Pennsylvania educational non-profit organization ("University") as if the University were a signatory thereto.

The Publisher is agreeable to such release subject to the agreement of the University: a) to act prospectively as the substitute Copublisher, and b) to assume all of the Copublisher's obligations set forth in the Agreement.

The University is agreeable to: a) its prospective substitution as the Copublisher under the Agreement, and, b) its assumption of all of the Copublisher's obligations under

the Agreement.

NOW THEREFORE, this Amendment to Agreement witnesseth that in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Commencing with the date hereof the University shall be deemed the Copublisher for all purposes of the Agreement and Publisher releases the School from any liability or obligation thereunder.

2. Paragraph ²~~11~~ of the Agreement shall be deemed amended so that all copyrights relating to the Agreement shall be in favor of the University and none shall be in favor of the School.

es T.E.
BA

3. The last sentence of Paragraph 20 shall be deemed stricken.

4. Paragraph 23 shall be deemed amended so that any dual imprint and/or logo developed will not ^{identify}~~indemnify~~ The Annenberg School of Communications as a party interested in or identified as a sponsor of the Agreement.

T.E. BA
es

5. In all other respects, all of the terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed

this Amendment to Agreement as of this day of
1986.

THE ANNENBERG SCHOOL OF
COMMUNICATIONS

By: *H. J. Henrich, Jr.*
VICE PRESIDENT

OXFORD UNIVERSITY PRESS

By: *Edward W. Barry*

TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA

By: *Thomas E. Stewart*
Provost



TRIANGLE PUBLICATIONS, INC.

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

WILLIAM J. HENRICH, JR.
PRESIDENT & GENERAL COUNSEL

February 14, 1986

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

Re: Oxford Books - Proposed 1986/87 Budget

Dear George:

As you are aware, we have terminated the June 1, 1985, Agreement by sending formal notice thereof to the interested parties.

While I believe that it is implied in the termination notice, it should be clear that any books to be published will not be identified as an "Annenberg Book". I assume that the other parties will be alerted by you in due course or I can follow through with a more formal notification. We will also have to address the question of subsequent book royalties.

The proposed 1986/87 budget provides for an expenditure of \$48,325.00 in regard to the Books development and we are to finalize the budget at our spring meeting. In reviewing the proposed 1986/87 budget figures, could you please advise as to how the 1985/86 fiscal year budgetted figures compare to the actual figures expended to date on Books.

Very truly yours,

A handwritten signature in cursive script that reads "Bill".

William J. Henrich, Jr.

WJHJr/lgc

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

January 29, 1986

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

Re: International Encyclopedia of Communications
Project

Dear George:

Following up our telephone conversation, I enclose herewith the letter which we discussed which I have signed. I understand that you will present the Amendment to Tom Ehrlich sometime in the coming week and that we will have a fully executed copy shortly thereafter, Oxford having already signed the Amendment.

Very truly yours,



William J. Henrich, Jr.

WJHJr/lgc

cc: Harry C. Coles, Jr., Esq.
Mr. Merrill Panitt

ASSIGNMENT

The Annenberg School of Communications ("Assignor") hereby assigns, transfers, sets over and conveys to The Trustees of the University of Pennsylvania ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in that certain Agreement dated August 31, 1983, between Assignor and Oxford University Press, Inc. ("Oxford") with respect to the publication of the work tentatively entitled the International Encyclopedia of Communications.

This Assignment shall be effective in all respects upon the date of the signing below of the duly authorized representative of Oxford.

ANNENBERG SCHOOL OF COMMUNICATIONS (ASSIGNOR)

By: _____
William J. Henrich, Jr., Esq.

Dated: _____

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA (ASSIGNEE)

By: _____
Thomas Ehrlich, Provost

Dated: _____

Oxford University Press, Inc. hereby consents to the above Assignment.

OXFORD UNIVERSITY PRESS, INC.

By: _____
Edward W. Barry, President

Dated: _____