The New York Times
229 WEST 43 STREET
NEW YORK, N.Y. 10036

May 7, 2004

Dear Norman Mailer,

Thank you for agreeing to take part in our symposium. It will be an honor to have you.

Just to reiterate, we are looking for 300 words about the one review of your work that, for whatever reason, most rankled you or got under your skin. It could be a review of an early book or a recent one; a wildly unfair review or a fair one that cut way too close to home. Fifteen or so other writers will also be contributing pieces.

As I mentioned to Judith, you may certainly write longer if you wish.

Please be on the lookout for our freelance contract, which will arrive by fax. Finally, Judith mentioned that you might want to file this a bit early. May I ask, do you think that May 31 might be possible? If not, we will, of course, wait for you.

All best,

Dwight Garner

garner@nytimes.com
212-556-4231

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.**

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Duncan Maclea Date ▶ May 20, 04

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

The New York Times
229 WEST 43rd STREET
NEW YORK, N.Y. 10036

This letter will constitute our agreement with respect to the articles (the "Articles") you write or contribute to, on a freelance basis, for The New York Times ("The Times").

1. (a) Upon publication of the Articles(s), you will be paid the amount agreed upon between you and The Times.

(b) The Times will reimburse you for reasonable and necessary expenses provided that such expenses have been pre-approved and you submit documentation acceptable to The Times within sixty (60) days of incurring said expenses.

2. (a) The Times owns all right, title and interest, including copyright, in and to the Article(s), throughout the world (such material being commissioned by The Times as a contribution to a work and therefore a "work made for hire" under the Copyright Act or, alternatively, if not a "work made for hire," then you hereby assign all such right, title, interest and copyright in and to the Article(s) to The Times). Notwithstanding such ownership, except as set forth in paragraph 6 below, The Times agrees to pay the by-lined writer of the Article(s) fifty percent (50%) of its net receipts (that is, receipts after deduction of syndication expenses) from syndication of the Article(s) ("Syndication Fee"). Articles are "syndicated" when they are sold individually, and not as part of The Times or other articles published in The Times, to a third party for republication in any form. Thus, for example, the inclusion of the Article(s) in The New York Times News Service is not a "syndication" for which additional compensation would be paid.

(b) In addition to the foregoing, you hereby grant to The Times a perpetual, worldwide, royalty-free, paid-up non-exclusive transferable license under copyright to reproduce, distribute, display, perform, translate or otherwise publish your Prior Contributions in any form or media, whether now known or that may hereafter be developed, whether or not any such Prior Contribution may be individually accessed, perceived or retrieved from such form or media, and to authorize third parties to exercise such rights, provided that this license shall be limited to the use of Prior Contributions in forms or media that contain other articles from The Times. As used in this Section 2 (b), "Prior Contributions" shall mean articles, columns or any other materials written by you and published in The New York Times newspaper prior to the date of this agreement, other than such materials as are already covered by a written agreement between you and The Times.

3. The Article(s) will cover subjects, and be submitted on a schedule to be agreed upon between you and the editors. You agree to cooperate in the normal editing process of The Times, including such rewrites as may be requested. In the event the Article(s) is (are) not published, you will be paid a kill fee in an amount to be agreed upon by you and the assigning editor.

4. The Times shall have the right to use your name, likeness and by-line in connection with the advertising and/or promotion of the newspaper and the Article(s).

5. You warrant that the Article(s) will be original and that it (they) will not plagiarize another's work, infringe another's copyright or trademark, violate any person's rights, including the right of privacy, or contain libelous or otherwise unlawful or misleading material. You also warrant that the Article(s) will not have appeared in any other publication, in whole or in part. You hereby agree to cooperate fully with The Times in responding to and defending against any third-party claims relating to the Article(s).

6. You agree that with regard to the Article(s) written under this agreement, you will take care to avoid conflicts of interest or the appearance of conflict, and you will otherwise comply with the applicable provisions of the policies on Ethical Journalism set forth at http://www.nytco.com/company-properties-times-coe.html. For example, but without limitation, in connection with the Article(s), you will not accept free transportation, gifts, junkets, or commissions/assignments from current or potential news sources, and you agree to disclose to The Times any financial interest you may have in the subject matter of the Article(s). To the extent the Article is syndicated for use in an advertisement or promotion, there will be a maximum Syndication Fee. You will not use your association with The Times to advertise or otherwise promote or identify yourself in any speaking engagements or public appearances you may have without the prior permission of The Times.

7. For a period of 14 days from publication of the Article(s), you will not permit any article by you on a subject matter similar to that of the Article(s) to appear in any publication which is competitive with The Times, without prior approval of The Times. (Competitive publications include any newspaper, magazine or other publication, without regard to the form or media of publication, whose editorial focus is either New York City or general interest news and information.) Thereafter, you may write on the same subject matter for any publication. Other than the foregoing, your ability to write for other publications is not restricted.

8. You acknowledge that your relationship to The Times is that of an independent contractor. As such, you will not be an employee of The Times, nor will you be entitled to any employee benefits, such as medical benefits, life insurance, retirement benefits, etc. Since you are an independent contractor, The Times will not withhold moneys, including but not limited to taxes and FICA on amounts paid to you under this agreement. At the end of the year, The Times will send you IRS Form 1099 which will reflect all amounts paid to you during the year.

9. This agreement sets forth the complete understanding and agreement of the parties, shall supersede any prior agreements between the parties on the subject matter hereof, and may not be amended or modified except in writing and signed by both parties. The terms of paragraphs 2 and 5 shall survive any termination of this agreement.

10. This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and wholly to be performed therein. Any action to enforce this agreement shall be brought exclusively in the federal or state courts located in the County of New York.

If this letter accurately reflects the terms of our agreement, please fax a signed copy to the Editorial Contracts Office at
(212) 556-4401.

Sincerely,

THE NEW YORK TIMES NEWSPAPER
DIVISION OF THE NEW YORK TIMES COMPANY

Wm. E. Schmidt

By:
William E. Schmidt
Associate Managing Editor

	Please provide the following information (please PRINT clearly).
Full Name:	NORMAN MAILER
Byline (if different):	
Address:	627 COMMERCIAL ST. PROVINCETOWN, MA
	02657
Social Security (or EID):	032-[redacted]-12-8928
Phone Number (primary):	1/508/487-3061
Phone Number (secondary):	—
Fax Number:	—
Email Address:	—
Other Contact Information:	JUDITH McNALLY 1/718/858-0892
	(call her first)

Accepted and Agreed to:

By: Norman Mailer Date: 5/20/04

012704

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Faxed to Judith
Done
May 20, 04

The New York Times Company

Fax

To:	Norman Mailer
Company:	
Fax Number:	508-487-2136
Phone Number:	

From:	Rusha Haljuci
Company:	The New York Times
	229 West 43rd Street, New York, NY 10036
Phone Number:	(212) 556-5988
Fax Number:	(212) 556-4401
Email:	newscontracts@nytimes.com

Date:	May 20, 2004
Total Pages (including cover):	4

X Urgent ☐ For Review ☐ Please Comment X Please Reply

Notes: I have been asked to forward to you the attached copy of The New York Times freelance writer's contract and W-9 Form. Please review, sign and return the contract as directed at the bottom of the second page. If you have any questions about the content of this contract, please contact either your assigning editor or Michaela Williams, Director of Editorial Contracts, at (212) 556-1918 or mickey@nytimes.com.

Sincerely,

Rusha Haljuci
Editorial Contracts

The New York Times
229 WEST 43rd STREET
NEW YORK, N.Y. 10036

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(b) In addition to the foregoing, you hereby grant to The Times a perpetual, worldwide, royalty-free, paid-up non-exclusive transferable license under copyright to reproduce, distribute, display, perform, translate or otherwise publish your Prior Contributions in any form or media, whether now known or that may hereafter be developed, whether or not any such Prior Contribution may be individually accessed, perceived or retrieved from such form or media, and to authorize third parties to exercise such rights, provided that this license shall be limited to the use of Prior Contributions in forms or media that contain other articles from The Times. As used in this Section 2 (b), "Prior Contributions" shall mean articles, columns or any other materials written by you and published in The New York Times newspaper prior to the date of this agreement, other than such materials as are already covered by a written agreement between you and The Times.

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THE NEW YORK TIMES NEWSPAPER
DIVISION OF THE NEW YORK TIMES COMPANY

By: William E. Schmidt

William E. Schmidt
Associate Managing Editor

	Please provide the following information (please PRINT clearly).
Full Name:	NORMAN MAILER
Byline (if different):	
Address:	627 COMMERCIAL ST. PROVINCETOWN, MA
	02657
Social Security (or EID):	032-[redacted]-12-8978
Phone Number (primary):	1(508)487-3861
Phone Number (secondary):	—
Fax Number:	— 508-487-2136
Email Address:	—
Other Contact Information:	JUDITH McNALLY 1/718/858-1892
	(call her first)
	jmwordcraft@yahoo.com

Accepted and Agreed to:

By: Norman Mailer Date: 5/20/04

01/2704

#26529 v.17

Form **W-9** (Rev. January 2003) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 2.

Name: Norman Mailer

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 627 Commercial St

Requester's name and address (optional)

City, state, and ZIP code: Provincetown MA 02657

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number: 032-12-8928

or

Employer identification number

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
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Sign Here Signature of U.S. person ▶ Norman Mailer Date ▶ May 20, 04

Purpose of Form

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3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

To:

Rusha Haljuci

212-556-4401

From J Mc Nally

718-858-0892 (voice)

Mr. Mailer's contract & W-9