

## ADDENDUM TO PUBLICATION AGREEMENT

1. THIS ADDENDUM hereby modifies and supplements the attached Publication Agreement concerning the following Article:

\_\_\_\_\_  
(manuscript title)

\_\_\_\_\_  
(journal name)

2. The parties to the Publication Agreement as modified and supplemented by this Addendum are:

\_\_\_\_\_  
(corresponding author)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Individually or, if one than more author, collectively, Author)

\_\_\_\_\_  
(Publisher)

3. This Addendum and the Publication Agreement, taken together, allocate all rights under copyright with respect to all versions of the Article. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum are paramount and the Publication Agreement shall be construed accordingly.

4. **Author's Retention of Rights.** Notwithstanding any terms in the Publication Agreement to the contrary, AUTHOR and PUBLISHER agree that in addition to any rights under copyright retained by Author in the Publication Agreement, Author retains: (i) the rights to reproduce, to distribute, to publicly perform, and to publicly display the Article in any medium for non-commercial purposes; (ii) the right to prepare derivative works from the Article; and (iii) the right to authorize others to make any non-commercial use of the Article so long as Author receives credit as author and the journal in which the Article has been published is cited as the source of first publication of the Article. For example, Author may make and distribute copies in the course of teaching and research and may post the Article on personal or institutional Web sites and in other open-access digital repositories.

5. **Publisher's Additional Commitments.** Publisher agrees to provide to Author within 14 days of first publication and at no charge an electronic copy of the published Article in a format, such as the Portable Document Format (.pdf), that preserves final page layout, formatting, and content. No technical restriction, such as security settings, will be imposed to prevent copying or printing of the document.

6. **Acknowledgment of Prior License Grants.** In addition, where applicable and without limiting the retention of rights above, Publisher acknowledges that Author's assignment of copyright or Author's grant of exclusive rights in the Publication Agreement is subject to Author's prior grant of a non-exclusive copyright license to Author's employing institution and/or to a funding entity that financially supported the research reflected in the Article as part of an agreement between Author or Author's employing institution and such funding entity, such as an agency of the United States government.

7. For record keeping purposes, Author requests that Publisher sign a copy of this Addendum and return it to Author. However, if Publisher publishes the Article in the journal or in any other form without signing a copy of this Addendum, such publication manifests Publisher's assent to the terms of this Addendum.

AUTHOR

PUBLISHER

\_\_\_\_\_  
(corresponding author on behalf of all authors)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Neither Creative Commons nor Science Commons are parties to this agreement or provide legal advice. Please visit [www.sciencecommons.org](http://www.sciencecommons.org) for more information and specific disclaimers.

SPARC (the Scholarly Publishing and Academic Resources Coalition) and the Association of Research Libraries (ARL) are not parties to this Addendum or to the Publication Agreement. SPARC and ARL make no warranty whatsoever in connection with the Article. SPARC and ARL will not be liable to Author or Publisher on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection with this Addendum or the Publication Agreement.

SPARC and ARL make no warranties regarding the information provided in this Addendum and disclaims liability for damages resulting from the use of this Addendum. This Addendum is provided on an "as-is" basis. No legal services are provided or intended to be provided in connection with this Addendum.