Author Addenda
Upon express direction by a Faculty member, the University of California will waive the license for a particular article or delay access to the article for a specified period of time.

-UC Open Access Policy, July 24, 2013

Select an option below to create a customized form letter that you can send to publishers:

- An embargo delays public access to an article in eScholarship until a chosen time period has passed after the article is published in a journal. The author chooses to retain the rights reserved by the policy, but agrees not to exercise them until the embargo period has passed.
- View a sample embargo letter

- A waiver opts out of the policy completely for a particular article. The author's rights are limited to what is allowed by the publication agreement she or he signs with the publisher.
- View a sample waiver letter

- An addendum can be sent to a publisher by an author who wishes to remind a publisher about the policy or make sure the publisher understands its terms. The policy’s license will have force whether or not the addendum is used. The University of California has notified nearly 200 publishers about the policy already, and you can check this list to see if your publisher is one of them.

Have questions about the policy? Visit our Policy FAQ page. You may also contact us.

If you wish to deposit an article in accordance with the UC Open Access Policy, visit the Deposit page.
ADDENDUM TO PUBLICATION AGREEMENTS FOR UNIVERSITY OF IOWA AUTHORS

Endorsed by the University of Iowa Faculty Senate, October 23, 2007

This ADDENDUM hereby modifies and supplements the attached Publication Agreement between:

Corresponding Author

Additional Authors (if any)

AND

Publisher

Related to Manuscript titled

To appear in Journal, Anthology, or Collection titled

PUBLISHER AND AUTHOR AGREE THAT WHERE THERE ARE CONFLICTING TERMS BETWEEN THE PUBLICATION AGREEMENT AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM WILL BE PARAMOUNT. IN ADDITION TO THE RIGHTS GRANTED THE AUTHOR IN THE PUBLICATION AGREEMENT AND BY LAW, THE PARTIES AGREE THAT THE AUTHOR SHALL ALSO RETAIN THE FOLLOWING SPECIFIED RIGHTS:

1. The Author shall, without limitation, have the non-exclusive right to use, reproduce, distribute, and create derivative works including update, perform, and display publicly, the Article in electronic, digital or print form in connection with the Author’s teaching, conference presentations, lectures, other scholarly works, and for all of Author’s academic and professional activities.

2. After a period of six (6) months from the date of publication of the article, the Author shall also have all the non-exclusive rights necessary to make, or to authorize others to make, the final published version of the Article available in digital form over the Internet, including but not limited to a website under the control of the Author or the Author’s employer or through digital repositories including, but not limited to, those maintained by CIC institutions, scholarly societies or funding agencies.

3. The Author further retains all non-exclusive rights necessary to grant to the Author’s employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the work in electronic, digital or in print form in connection with teaching, conference presentations, lectures, other scholarly works, and all academic and professional activities conducted at the Author’s employing institution.

THIS ADDENDUM AND THE PUBLICATION AGREEMENT, TAKEN TOGETHER, CONSTITUTE THE FINAL AGREEMENT BETWEEN THE AUTHOR AND THE PUBLISHER WITH RESPECT TO THE PUBLICATION OF THE ARTICLE AND ALLOCATION OF RIGHTS UNDER COPYRIGHT IN THE ARTICLE, ANY MODIFICATION OF OR ADDITIONS TO THE TERMS OF THIS AMENDMENT OR TO THE PUBLICATION AGREEMENT MUST BE IN WRITING AND EXECUTED BY BOTH PUBLISHER AND AUTHOR IN ORDER TO BE EFFECTIVE.

Corresponding Author, on behalf of all authors

Publisher

Date

Date
Copyright Addendum Instructions

The addendum is intended as a convenient way to seek the kinds of rights most academic authors would value. Here is how you might use it:

1. Sign your publisher’s copyright transfer or publication agreement when you submit your final manuscript for publication with the following statement written above your signature: “subject to attached amendment”
2. Attach this amendment with the information filled in and your signature at the bottom.
3. Send both to publisher and save a copy for your records.

The publisher may accept the amendment, reject it outright, or offer a different (more generous) version of the original agreement. You can at that point sign the original or modified version of the agreement, continue negotiations, or seek an alternative outlet for your article.

If at any point you would like to consult someone about options, or if you or your publisher have questions or concerns, contact: Michael Wright, Interim Associate University Librarian for Collections & Scholarly Communication, michael-wright@uiowa.edu, 319-335-5867.
ADDITION TO PUBLICATION AGREEMENT 7/15/2010

Author's Retention of Rights

1. This Addendum modifies and supplements the attached publication agreement (the "Publication Agreement") concerning the article titled __________________________ (including any supplementary materials, the "Article") in ________________________.

2. The parties to the Publication Agreement and to this Amendment are: _____________________ (the University of Kansas "Author") and ________________________ (the "Publisher").

3. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum will control and the Publication Agreement will be construed accordingly.

4. Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agree as follows:
   a. All of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by a non-exclusive license previously granted by Author to the University of Kansas. Under that license, the University of Kansas may make the Article available in an open repository and may exercise all rights under copyright relating to the Article, and may authorize others to do the same, provided that the Article is not sold for a profit.
   b. In addition to any rights retained by or granted to Author in the Publication Agreement, Author retains the non-exclusive right to make the Article available and to exercise all rights under copyright relating to the Article, in any medium, in connection with Author’s teaching, conference presentations, lectures, other works of authorship, and professional activities, and to authorize others to do the same.
   c. Where applicable, all of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by nonexclusive rights previously granted, or required to be granted, by Author 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, and/or to Author's employing institution.
   d. 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 of the published version. No technical restriction, such as security settings, will be imposed to prevent copying or printing of that copy. The published version may be used in the exercise of the rights and licenses referred to in the paragraphs above.
   e. Nothing in the Publication Agreement will impose any limitation on the rights and licenses referred to in the paragraphs above or any obligation in connection with their exercise. Neither the existence nor the exercise of those rights and licenses will be deemed to violate any representation or warranty or to breach the Publication Agreement.

Benefits to Publisher

Author will provide full bibliographic citation for the article in the open repository.

Agreement and Gratitude

Either publication of the Article or Publisher’s signature below will constitute Publisher’s agreement to this Addendum. On behalf of University of Kansas administration and faculty, Author expresses gratitude to Publisher for working in partnership to implement this University of Kansas Policy on Open Access.

AUTHOR

__________________________________________________________________________

(University of Kansas author(s))

__________________________

Date

PUBLISHER

__________________________________________________________________________

__________________________

Date
UNIVERSITY OF KANSAS
Addendum to Publication Agreement. Accepted Manuscript Version
http://openaccess.ku.edu/sites/openaccess.drupal.ku.edu/files/docs/KU%20ADDENDUM_author%20final%20draft-revised_.pdf

ADDENDUM TO PUBLICATION AGREEMENT 7/15/2010

Author’s Retention of Rights

1. This Addendum modifies and supplements the attached publication agreement (the “Publication Agreement”) concerning the article titled ________________________________________________________ (including any supplementary materials, the “Article”) in ______________________.

2. The parties to the Publication Agreement and to this Amendment are: ______________________ (the University of Kansas “Author”) and ___________________________________ (the “Publisher”).

3. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum will control and the Publication Agreement will be construed accordingly.

4. Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agree as follows:
   a. All of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by a non-exclusive license previously granted by Author to the University of Kansas. Under that license, the University of Kansas may make the Article available in an open repository and may exercise all rights under copyright relating to the Article, and may authorize others to do the same, provided that the Article is not sold for a profit.
   b. In addition to any rights retained by or granted to Author in the Publication Agreement, Author retains the non-exclusive right to make the Article available and to exercise all rights under copyright relating to the Article, in any medium, in connection with Author’s teaching, conference presentations, lectures, other works of authorship, and professional activities, and to authorize others to do the same.
   c. Where applicable, all of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by nonexclusive rights previously granted, or required to be granted, by Author 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, and/or to Author’s employing institution.
   d. Nothing in the Publication Agreement will impose any limitation on the rights and licenses referred to in the paragraphs above or any obligation in connection with their exercise. Neither the existence nor the exercise of those rights and licenses will be deemed to violate any representation or warranty or to breach the Publication Agreement.

Publisher’s Additional Commitment

The authors’ accepted manuscript (post-peer review) may be used in the exercise of the rights and licenses referred to in the paragraphs above.

Benefits to Publisher

Author will provide full bibliographic citation for the article in the open repository.

Agreement and Gratitude

Either publication of the Article or Publisher’s signature below will constitute Publisher’s agreement to this Addendum. On behalf of University of Kansas administration and faculty, Author expresses gratitude to Publisher for working in partnership to implement this University of Kansas Policy on Open Access.

AUTHOR

__________________________________________
(U) (University of Kansas author(s))

__________________________________________
Date

PUBLISHER

__________________________________________
Date
Instructions to authors for use of MIT Amendment to Publication Agreement

Step 1: Sign your publisher’s copyright transfer or publication agreement when you submit your final manuscript for publication with the following statement written above your signature:

“subject to attached amendment”

Step 2: Attach this amendment (next page) with the information filled in and your signature on the bottom.

Step 3: Send both to publisher.

To help assess the success of MIT authors using the amendment, please also follow these additional steps:

Step 4: Email the addendum to amend-cip@mit.edu, or send a copy to the FAX number on the bottom. (This will allow MIT to gather aggregated data about use. Data about individual uses will not be shared.)

Step 5: Please give us any feedback that you receive from the publisher, by emailing amend-cip@mit.edu.

If you would like support when a publisher asks questions or raises objections about the amendment: send email to amend-cip@mit.edu, or contact Ellen Duranceau, Scholarly Publishing and Licensing Consultant, elfinnie@mit.edu, x38483.
AMENDMENT TO PUBLICATION AGREEMENT

1. This Amendment hereby modifies the attached Publication Agreement concerning the following Article:

_______________________________________________________________________________

(manuscript title)

_______________________________________________________________________________

(journal name)

2. The parties to the Publication Agreement and to this Amendment are:

________________________________________________ (the “Author”) and

________________________________________________ (the “Publisher”).

3. The parties agree that wherever there is any conflict between this Amendment and the Publication Agreement, the provisions of this Amendment are paramount and the Publication Agreement shall be construed accordingly.

4. All terms and conditions of the Publication Agreement, including but not limited to all transfers, licenses, grants, agreements, representations, and warranties, are subject to and qualified by an irrevocable, non-exclusive license previously granted by the Author to the Massachusetts Institute of Technology (“MIT”). Under that license, MIT may make the Article available, and may exercise any and all rights under copyright relating thereto, in any medium, provided that the Article is not sold for a profit, and may authorize others to do the same. Neither the existence of the license to MIT nor MIT’s exercise of rights under that license will be deemed to violate any representation or warranty by the Author to the Publisher or to breach the Publication Agreement.

5. Notwithstanding any terms in the Publication Agreement to the contrary and in addition to the rights retained by the Author or licensed by the Publisher to the Author in the Publication Agreement and any fair use rights of the Author, the Author and the Publisher agree that the Author shall also retain the following rights:

   a. To provide, or to allow the Author’s employing institution to provide, an electronic version of the final manuscript of the Article, including all modifications from the peer review process and all graphics and supplemental materials associated with the manuscript (hereinafter the “peer-reviewed manuscript”), to the National Library of Medicine’s PubMed Central database (“PMC”) at the time the Article is accepted for publication.

   b. To authorize, or to allow the Author’s employing institution to authorize, the National Institutes of Health (“NIH”) to make a copy of the peer-reviewed manuscript of the Article available for public access in PMC, in any medium chosen by NIH, no later than 12 months after the official date of publication.

   c. To take any additional steps reasonably necessary to comply with NIH’s Revised Policy on Enhancing Public Access to Archived Publications Resulting from NIH-Funded Research (http://grants.nih.gov/grants/guide/notice-files/NOT-OD-08-033.html).

   d. To use, reproduce, distribute, create derivative works including update, perform, and display publicly, the Article in electronic, digital, or print form in connection with the Author’s teaching, conference presentations, lectures, other scholarly works, and for all of Author’s academic and professional activities.

MIT amendment to publication agreement draft rev 1/2909
e. To make, or to authorize others to make, the Article available in digital form over the Internet, including but not limited to a website under the control of the Author or the Author’s employer or through any digital repository, such as MIT’s DSpace.

6. **Final Agreement.** This Amendment and the Publication Agreement, taken together, constitute the final agreement between the Author and the Publisher with respect to the publication of the Article and allocation of rights under copyright in the Article. Any modification of or additions to the terms of this Amendment or to the Publication Agreement must be in writing and executed by both Publisher and Author in order to be effective.

<table>
<thead>
<tr>
<th>AUTHOR</th>
<th>PUBLISHER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(corresponding author on behalf of all authors)</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

**MIT Authors:**

Please email to amend-cip@mit.edu or fax a copy of the agreement to 617-253-8894
University of Michigan Author’s Addendum

Academic publishing involves a partnership between academic authors, institutions of higher learning, publishers, and, sometimes, granting agencies. Consistent with its commitment to academic freedom and to open and robust dissemination of knowledge, the University of Michigan supports the goal of having its faculty retain core intellectual property rights when their scholarly works are published. The terms of this addendum represent the minimum expected in the case of articles, book reviews, research reports, etc. being published in journals or book compilations.

This Addendum constitutes an integral part of this publishing agreement and is binding on both parties. Should there be conflicting terms or conditions between the body of this agreement and this addendum, this addendum shall be paramount. This publishing agreement, including the addendum, constitutes the final agreement between the AUTHOR (where the term “author” includes the plural) and PUBLISHER with respect to the publication of the Article and the allocation of rights provided by Copyright.
Addendum

1. **Teaching.** The Author shall retain the right to use, reproduce, distribute, perform, and display the Article in connection with the Author's own teaching, conference presentations, and lectures.

2. **Research.** The Author shall retain the right to make full use of the Article in future research and publications. The Author shall also have the right to republish the Article in whole or in part in any book the Author may write or edit after the Article has appeared. In such case, the Author will be expected to provide proper citation to the original publication.

3. **Repositories.** The Author shall retain the right to deposit the published version of the Article in an open-access digital repository maintained by the Author's employing institution, such as University of Michigan's "Deep Blue", by an academic consortium to which the employing institution belongs, such as the Committee on Institutional Cooperation (CIC), by a non-profit scholarly society, and/or by a governmental funding agency. At the Publisher's written request, open access to the Article may be delayed for a period not to exceed 12 months from the date of publication.

4. **Personal Website.** The Author shall retain the right to post the published version of the Article on the Author's personal website.

5. **Institutional Needs.** The Author shall retain the right to grant to the Author's employing institution limited permission to use the Article in connection with specific administrative activities such as accreditation, mandated reports to state or federal governments, or similar essential purposes.

6. **External Requirements.** The Author shall retain all rights necessary to comply with requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations.

7. **Moral Rights.** The Author shall have the right to be acknowledged as the creator/author of the Article in the original journal publication and in any subsequent republication. The Author (or any one of multiple authors speaking for him or herself) shall also have the right to refuse attribution if the article is later revised or modified in a manner unacceptable to the objecting party.
AUTHOR*

________________

DATE

________________

PUBLISHER

________________

*Note: If this is signed by one co-author on behalf of the other(s), the signer hereby warrants that he/she has full power in writing from all co-authors to execute this agreement on their behalf.