

Addenda

Language for Publishers' Agreements/Contracts

If you are not sure if the publisher's agreement or contract allows submission of your final peer-reviewed manuscript you may do the following.

1. Contact Duke's Scholarly Communications Officer

Kevin L. Smith
Kevin.l.smith@duke.edu
668-4451

Kevin will review your contract to ensure that you can submit your manuscript and comply with the NIH Public Access Policy.

If Kevin is not available, you may also contact Patricia Thibodeau at the Medical Center Library & Archives.

Patricia.thibodeau@duke.edu
660-1150

2. Add Additional Term to the Agreement/Contract

- Above the signature line on the agreement add the following phrase:
 “Subject to the attached additional term re. NIH deposit.”
- Attach the “NIH added term” document on that appears on the next page.

ADDITIONAL TERM TO CONFIRM NIH PUBLIC ACCESS DEPOSIT:

The Journal acknowledges that Author retains the right to provide a copy of the final manuscript to the NIH upon acceptance for Journal publication, for public archiving in PubMed Central as soon as possible but no later than 12 months after publication by Journal.

Author _____ 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, efinnie@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:

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

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AUTHOR

PUBLISHER

_____ (corresponding author on behalf of all authors)

_____ Date

_____ Date

MIT Authors:

Please email to amend-cip@mit.edu or fax a copy of the agreement to 617-253-8894

MIT amendment to publication agreement rev. 1/27/06

