



SPARC

MOVING SCHOLARLY COMMUNICATION INTO THE INTERNET AGE

Author's Addendum

Use it to retain the rights you need for the journal articles you create

When you write an article for publication in a scholarly or scientific journal, you're typically asked by the publisher to sign a "Copyright Transfer Agreement," "Publication Agreement," "License to Publish," or a similarly titled document.

The document's purpose is to transfer to the publisher ownership of copyright in your work or otherwise convey to the publisher a bundle of rights, one of which is the right to publish your article.

While some journal publishers already utilize author-friendly agreements, others do not. And even the best-intentioned publishers may not be taking into account all the uses you are likely to have for your article.

Fortunately, many publishers will consent to changes in their standard agreement. By altering your agreement with a publisher you can secure certain key rights that will be advantageous for you and for your potential readers without harming the publisher.

One means of retaining selected rights is to mark-up the publisher's standard agreement, initialing each change.

However, as an easy and practical alternative, SPARC has developed an Author's Addendum to the publisher's agreement that you may use to ensure you've retained a bundle of key rights.

About the Author's Addendum

The SPARC Author's Addendum is a form you may use to amend the document that your publisher asks you to sign. It was developed for SPARC by Michael Carroll of the Villanova University School of Law.

By using the SPARC Author's Addendum you will, for example, retain the right to make your article available in a non-commercial open digital archive on the Web (such as the National Institutes of Health's PubMed Central or your institution's open digital archive) or to make copies of your article for use in the classes you teach.

Depositing your article in NIH's PubMed Central

If your sole objective is to secure the right to deposit your article in NIH's PubMed Central, NIH suggests inserting the following language on the publisher's form:

Journal acknowledges that Author retains the right to provide a copy of the final manuscript to NIH upon acceptance for Journal publication or thereafter, for public archiving in PubMed Central as soon as possible after publication by Journal.

This is a more limited solution than the SPARC Author's Addendum, but may be sufficient for your needs.

How to use it

The Author's Addendum should be completed and attached to the agreement supplied by the journal publisher. Here's how to use it:

1. On the SPARC Author's Addendum, fill in the name of your article, the journal name, the authors' names, and the publisher's name, as indicated.
2. Sign and date the Author's Addendum.
3. Sign and date the publisher's agreement. Immediately below your signature write: "Subject to attached Addendum."
4. It is recommended that you include a brief cover letter to the publisher that calls attention to the Addendum.
5. Make a copy of all three documents (the publisher's form, your amendment, and your cover letter) for your records.
6. Staple the three original documents together.
7. Mail the three original documents to the publisher.

As specified in the Addendum, if the publisher publishes the article without signing the addendum, this is deemed to constitute agreement to the revised terms you have specified.

SPARC AUTHOR'S ADDENDUM TO PUBLICATION AGREEMENT

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

(manuscript title)

(journal name)

The parties to the Publication Agreement and to this Addendum are:

_____ (corresponding author), _____,

_____, _____,

_____, _____

(individually, or if more than one author, collectively, the Author), and

_____, (the Publisher).

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.

Notwithstanding any terms in the Publication Agreement to the contrary, AUTHOR and PUBLISHER agree as follows:

- 1. Author's Retention of Rights.** In addition to any rights under copyright retained by Author in the Publication Agreement, Author retains: (i) the rights to reproduce, distribute, publicly perform, and 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.
- 2. 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 Adobe Acrobat Portable Document Format (.pdf). The Security Settings for such copy shall be set to "No Security."
- 3. Publisher's Acceptance of this Addendum.** Author requests that Publisher demonstrate acceptance of this Addendum by signing a copy and returning it to the Author. However, in the event that Publisher publishes the Article in the journal identified herein or in any other form without signing a copy of the Addendum, Publisher will be deemed to have assented to the terms of this Addendum.

AUTHOR(S):

PUBLISHER:

(corresponding author on behalf of all authors)

Date

Date

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