Instructions to authors for use of the University of Delaware 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 UD authors using the amendment, please also follow these additional steps:

Step 4: Email the addendum to OpenAccess@udel.edu, or FAX a copy to 831-1631. (This will allow UD 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 OpenAccess@udel.edu.

If you would like support when a publisher asks questions or raises objections about the amendment: send email to OpenAccess@udel.edu, or contact Cathy Wojewodzki, Scholarly Communication Officer, openaccess@winsor.lib.udel.edu, x8085

UD Authors
Please email to OpenAccess@udel.edu or fax a copy of the agreement to 302-831-1631.
AMENDMENT TO PUBLICATION AGREEMENT

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

________________________________________________________________________________________

omanuscript 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 University of Delaware (the University). Under that license, the University 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 the University nor University’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.

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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.

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AUTHOR

(corresponding author on behalf of all authors)

PUBLISHER

Date

UD amendment to publication agreement 4/13/2015