



Smith ScholarWorks

ScholarWorks

Smith College Libraries

6-2016

Open Access Amendment to Publication Agreement

Smith College Libraries

Follow this and additional works at: https://scholarworks.smith.edu/scl_sw

Recommended Citation

Smith College Libraries, "Open Access Amendment to Publication Agreement" (2016). *ScholarWorks*. 1.
https://scholarworks.smith.edu/scl_sw/1

This Article has been accepted for inclusion in ScholarWorks by an authorized administrator of Smith ScholarWorks. For more information, please contact scholarworks@smith.edu

Instructions to authors for use of Smith College 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 two pages) with the information filled in and your signature on the bottom.
- Step 3: Send both to publisher.

To help assess the success of this amendment, please also follow these additional steps:

- Step 4: Email the addendum to scholarworks@smith.edu. (This will allow MIT to gather aggregated data about use. Data about individual uses will not be shared.)
- Step 5: Please share feedback that you receive from the publisher with the ScholarWorks team by emailing scholarworks@smith.edu.



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 Smith College. Under that license, Smith College may distribute the final manuscript version of the Article, in any medium, under a Creative Commons license, making it available to scholars and the public. Neither the existence of the license to Smith College nor the 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 non-exclusive rights:
 - a. To provide, or to allow the Author's employing institution to provide, at the time the Article is accepted for publication, 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 appropriate repository of any US government agency ("Agency") that (i) funded, in whole or in part, the research described in the Article, and (ii) is covered by the 2013 White House Directive on

Increasing Access to the Results of Federally Funded Scientific Research
(http://www.whitehouse.gov/sites/default/files/microsites/ostp/ostp_public_access_memo_2013.pdf) (hereinafter the “White House Directive”).

- b. To authorize, or to allow the Author’s employing institution to authorize, any such Agency to make a copy of the peer-reviewed manuscript of the Article available for public access in the appropriate repository, in any medium and at any time and under any terms chosen by the Agency to comply with the White House Directive.
 - c. To take any additional steps reasonably necessary to comply with, or to enable the Agency to comply with, The White House Directive.
 - 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.
 - 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 Smith College’s ScholarWorks.
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.

AUTHOR

PUBLISHER

(Corresponding author, on behalf of all authors)

Date

Date