

Instructions to authors for use of UMass Boston 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. Do not include this instructions sheet.

Note: If an author wishes, at any point, to waive application of the license for a particular article or delay access in ScholarWorks for a specified period of time due to publisher requests, etc., the guidelines put forth in UMass Boston's Open Access Policy allow an author to do so, no questions asked. Simply email library.uasc@umb.edu to inform a ScholarWorks administrator of your decision and, if you'd like, offer a reason for your decision (publisher request, etc.).

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

Step 4: Email the addendum to library.uasc@umb.edu, or send a copy to the FAX number on the bottom of the agreement. (This will allow UMass Boston 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 library.uasc@umb.edu.

If you would like support when a publisher asks questions or raises objections about the amendment, send email to library.uasc@umb.edu, or contact Andrew Elder, Digital Archives and Outreach Librarian and ScholarWorks administrator, at andrew.elder@umb.edu or 617-287-5944.

AMENDMENT TO PUBLICATION AGREEMENT

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

(manuscript title)

(journal/book 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 Massachusetts Boston ("UMass Boston"). Under that license, UMass Boston 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 UMass Boston nor UMass Boston'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 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.
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- c. 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.
- d. 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.
- e. 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>).

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

***UMass Boston Authors: Please email to library.uasc@umb.edu
or fax a copy of the agreement to 617-287-5955, Attention: ScholarWorks.***