## ADDENDUM TO PUBLICATION AGREEMENT — INSTRUCTIONS TO AUTHORS

When you are negotiating a new publication contract with a journal, to be thorough, BU recommends that you communicate our opt-out policy to your publisher and add to any copyright license or assignment for scholarly articles an addendum stating that the agreement is subject to this prior license. That way, you will avoid agreeing to give the publisher rights that are inconsistent with the prior license to BU that permits open-access distribution of final author drafts.

We are providing this BU-specific publication addendum, developed by BU Libraries in consultation with the Office of the General Counsel, for your convenience. If you elect to sign the publisher's agreement, we encourage you to fill out and attach this addendum. Regardless of whether you use this or another addendum, the license to BU will still have force.

If you have questions or concerns, please do not hesitate to contact us at open-help@bu.edu.

## Addendum to Publication Agreement

1.	Agreen	ddendum modifies and supplements the attached or accompanying agreement ("the Publicat nent") concerning the article titled "" (including any nentary materials, the "Work") in [Journal Title].	ior	
2.	The pa	The parties to the Publication Agreement as modified and supplemented by this addendum are: (corresponding author) (individually or, if more than one author, collectively, "Author") and ("Publisher").		
3.	The pa	The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum will control and the Publication Agreement will be construed accordingly.		
4.	Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agrees as follows:		эe	
	a.	All of the terms and conditions of the Publication Agreement, including but not limited to a grants, agreements, representations and warranties, are subject to and qualified by a non-exclusive license previously granted by Author to Boston University ("BU"). Under that license, BU may make the Work available in an open repository and may exercise all right under copyright relating to the Work, and may authorize others to do the same, provided the Work is not sold for a profit. In the exercise of that license, BU may use the Author's fi manuscript of the Work (including all modifications from the peer review process), but will not use a facsimile of the final published version of the Work unless Publisher permits use that version. When BU makes the Work available in an online repository under that license BU will use reasonable efforts both to cite to Publisher's definitive version of the Work if it has been published, and to link to Publisher's version if it is available online.	s at na l of	
	b.	In addition to any rights retained by or granted to Author in the Publication Agreement, Author retains the non-exclusive right to make the Work available and to exercise all rights under copyright relating to the Work, in any medium, in connection with Author's teaching conference presentations, lectures, other works of authorship, and professional activities, at to authorize others to do the same.	ξ,	
	c.	Where applicable, all of the terms and conditions of the Publication Agreement, including not limited to all grants, agreements, representations and warranties, are subject to and qualified by nonexclusive rights previously granted, or required to be granted, by Author to funding entity that financially supported the research reflected in the Work as part of an agreement between Author or Author's employing institution and such funding entity, such an agency of the United States government, and/or to Author's employing institution.	o a	
	d.	Nothing in the Publication Agreement will impose any limitation on the rights and licenses referred to in the paragraphs above or any obligation in connection with their exercise. Neither the existence nor the exercise of those rights and licenses will be deemed to violate any representation or warranty or to breach the Publication Agreement.		
5.		publication of the Work or Publisher's signature below will constitute Publisher's acceptance agreement to this Addendum.	e	
	JTHOR orrespond	PUBLISHER ng author on behalf of all authors)	_	
 Da	 te		-	