

# Publication Agreement Addendum for Portland State University's Open Access Policy

## Instructions

**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 Addendum"

**Step 2:** Attach the Addendum (next page) with the information filled in and your signature at the bottom

**Step 3:** Send both to the publisher

If you have questions about this process, please contact Digital Initiatives or your Subject Liaison

## Addendum to Publication Agreement

1. This Addendum modifies and supplements the attached or accompanying agreement (the "Publication Agreement") concerning the article titled " \_\_\_\_\_ " (including any supplementary materials, the "Work") in \_\_\_\_\_ [Journal title]
2. 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 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 agree as follows:
  - a. All of the terms and conditions of the Publication Agreement (including but not limited to all grants, agreements, representations and warranties) are subject to and qualified by a non-exclusive license to the Author of the work, who may choose to share their work with Portland State University ("PSU"). Under that license, PSU may make the Work available and may exercise all rights under copyright relating to the Work, and may authorize others to do the same, provided that the Work is not sold for a profit. In the exercise of that license, PSU may use the Author's final 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 of that version. If PSU makes the Work available in PDXScholar (PSU's digital repository) under that license, PSU 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 in PDXScholar.

b. Where applicable, all of the terms and conditions of the Publication Agreement (including but not limited to all grants, agreements, representations and warranties) are subject to and qualified by any non-exclusive license previously granted, or previously required to be granted, by Author to a 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 as an agency of the United States government, and/or to Author's employing institution.

5. Either publication of the Work or Publisher's signature below will constitute Publisher's acceptance of an agreement to this Addendum.

AUTHOR \_\_\_\_\_

(corresponding author on behalf of all authors)

PUBLISHER \_\_\_\_\_

Date \_\_\_\_\_