Utah Valley University Author’s Addendum

UVU’s Office of General Counsel has prepared this addendum as a service to UVU authors of journal articles, individual book chapters, and similar works.  
  
Authors are not required to use this addendum. However, authors who use this addendum in accordance with these instructions will ensure that their agreements with publishers are consistent with and comply with UVU’s Policy 136 on Intellectual Property. This compliance is achieved by means of Paragraph 1 of the addendum. If this Paragraph is modified or deleted, the addendum will not serve to ensure consistency and compliance with UVU policy.  
  
Paragraphs 2 through 5 of the addendum, from which the author and publisher may opt out, give the author rights that publishers may not grant in their standard contract documents. In many cases, a publishing agreement initially offered to an author may require a transfer of rights that would limit or undermine future uses the author might wish to make of their work. Paragraphs 2 through 5 are designed to serve those authors who wish to explicitly retain certain rights to use works that they have authored. These rights allow authors to use their articles in certain professional activities typical of authors in higher education.  
  
Note that some publishers may be unwilling to revise parts of their publishing agreements. If this is the case, authors can consider whether they are willing to negotiate the terms articulated in this addendum or if they would prefer to work with a different publisher who would be amenable to the terms of the addendum as written.

Utah Valley University Author’s Addendum

This Utah Valley University Author’s Addendum (“Addendum”) modifies and supplements the attached publication agreement with the title appearing in the signature block below (the “Publication Agreement”) concerning the work (including any supplementary materials), the title of which appears in the signature block below (the “Work”).

The parties to the Publication Agreement as modified and supplemented by this Addendum are the author(s) identified in the signature block further below (“Author”) and the publisher identified in the signature block further below (“Publisher”).

The Publication Agreement and the Addendum constitute the final agreement between Author and Publisher with respect to the publication of the Work and the allocation of rights provided by copyright. Any modification of or additions to the terms of the Addendum or the Publication Agreement must be in writing and executed by both Publisher and Author in order to be effective. Should there be conflicting terms or conditions between the Publication Agreement and the Addendum, the Addendum shall be paramount.

Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agree as follows:

1. All 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 the non-exclusive rights in the Work granted to Utah Valley University (“UVU”) in UVU’s Policy 136 (Intellectual Property). In the event of a conflict between this Paragraph 1 and any other provision or part of the Agreement (as amended by this Addendum), this Paragraph 1 shall prevail.
2. In addition to any rights retained by or granted to Author in the Publication Agreement, Author reserves and 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 teaching, research, conference presentations, lectures, other works of authorship, and professional activities, and to authorize others to do the same.
3. After a period of six (6) months from the date of publication of the Work, the Author shall also have all the non-exclusive rights necessary to make, or to authorize others (e.g., the operators of digital repositories) to make, the final published version of the Work 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 digital repositories including but not limited to those maintained by academic institutions, scholarly societies or funding agencies.
4. 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 non-exclusive rights previously granted, or 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. Publisher agrees to provide to Author within 14 days of first publication and at no charge an electronic copy of the published Work in a format, such as the Portable Document Format (.pdf), that preserves final page layout, formatting and content of the final published version. No technical restriction, such as security settings, will be imposed to prevent copying or printing of that copy. The Publisher permits a copy of the final published version to be used in the exercise of the rights and licenses referred to in the paragraphs above.
6. With respect to Paragraphs 2 through 5, Author and Publisher have deleted from this Addendum each paragraph for which the signatory of each party has entered his/her initials and a date in the table appearing below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Author** | | **Publisher** | |
|  | **Initials** | **Date** | **Initials** | **Date** |
| **Paragraph 2** |  |  |  |  |
| **Paragraph 3** |  |  |  |  |
| **Paragraph 4** |  |  |  |  |
| **Paragraph 5** |  |  |  |  |

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the last date signed below. If this Addendum is signed by one co-author on behalf of the other(s), the signer hereby warrants that he/she has full power in writing from all co-authors to execute the Addendum on their behalf.

[SIGNATURE PAGE FOLLOWS]

|  |  |  |
| --- | --- | --- |
|  | **Author** | **Publisher** |
| **Title of Publishing Agreement** |  | |
| **Title of Work** |  | |
| **Name(s)** |  |  |
| **Address** |  |  |
| **Business Form** | N/A |  |
| **State of Formation** | N/A |  |
| **Signatory Name** |  |  |
| **Signatory Title** | N/A |  |
| **Signature** |  |  |
| **Date of Signature** |  |  |