

Dartmouth Author's Publication Agreement Amendment

THIS AMENDMENT hereby modifies and supplements the attached Publication Agreement concerning the following Work:

Title of Work: _____

Corresponding author: _____

As applicable: Journal Title, Conference Proceeding or Book

1. The parties agree that wherever there is any conflict between this Amendment and the Publisher's Publication Agreement, the provisions of this Amendment are paramount, and the Publication Agreement shall be construed accordingly.
2. **Author's Retention of Rights.** Author and Publisher agree that, notwithstanding any terms in the Publication Agreement to the contrary, and in addition to any rights under copyright retained by Author in the Publication Agreement, Author retains:
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 - (ii) the right to prepare derivative works from the Work
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3. **Publisher's Additional Commitments.** 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. No technical restriction, such as security settings, will be imposed to prevent copying or printing of the document.
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5. For record keeping purposes, Author requests that Publisher sign a copy of this Amendment and return it to Author. However, if Publisher publishes the Work in the journal or book, or in any other form without signing a copy of this Amendment, such publication manifests Publisher's assent to the terms of this Amendment.

Author (*corresponding author on behalf of all authors*)

Publisher

Date _____

Date _____

Instructions for the Use of the Dartmouth College Publication Agreement Amendment

You may customize this amendment to suit your specific needs for retention of rights for your uses now and in the future, and to fit the nature of your work.

This AMENDMENT is a legal instrument that accompanies and modifies the publisher's agreement you sign in order to have your work published.

Adding this amendment to your publisher's agreement enables you retain the right to use your work in the course of your scholarly activities, to make copies of it, to post it to a Web site or place it in a digital repository managed by Dartmouth College, and to share it with colleagues and students as you choose.

You may use this instrument to retain the right to give funding agencies a license to make your work publicly accessible, and to make it available for public distribution via a repository.

Some journal publishers insist on signature of an online, electronic publishing agreement that is not amendable. Authors should request that an agreement be sent to them by mail or e-mail. Authors should be assured that such a request will in no way affect their chances of publication. Authors can also discuss the amendment to their contract with their publisher or editor.

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"

You must complete Step 1 for this amendment to be binding.

STEP 2: Attach this amendment with the information filled in and your signature on the bottom, or send it via email to the publisher.

STEP 3: Please send us a copy of your amendment and give us any feedback that you receive from the publisher. Please contact us if a publisher is unwilling to sign the Amendment and you would like assistance.

Jen Green
Digital Scholarship Librarian
603-646-2132
Jennifer.W.Green@dartmouth.edu