

INSTRUCTIONS TO AUTHORS FOR THE USE OF THE GEORGE WASHINGTON UNIVERSITY ADDENDUM 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 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.

Additional information about the Addendum and GW's Open Access Policy can be found at *(tbd website url)*.

If you have questions about this process, please contact *(tbd contact address and website url)*.

If your publisher will not accept the Addendum, you will need to request a copyright waiver. A waiver may be obtained at *(tbd website url)*.

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 previously granted by Author to The George Washington University (GWU). Under that license, GWU may make the Article available in an open repository and may exercise all rights under copyright relating to the Article, and may authorize others to do the same, provided that the Article is not sold for a profit.
 - 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 Article available and to exercise all rights under copyright relating to the Article, in any medium, in connection with Author’s teaching, conference presentations, lectures, other works of authorship, and professional activities, and to authorize others to do the same.
 - c. 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 nonexclusive rights previously granted, or required to be granted, by Author to a funding entity that financially supported the research reflected in the Article 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.
 - d. Nothing in the Publication 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. Either publication of the Work or Publisher’s signature below will constitute Publisher’s acceptance of and agreement to this Addendum.

AUTHOR _____ DATE _____

PUBLISHER _____ DATE _____