# ADDENDUM TO PUBLICATION AGREEMENT 7/15/2010

## **Author's Retention of Rights**

1. This Addendum modifies and supplements the attached publication agreement (the "Publication	on Agreement")
concerning the article titled	(including any
supplementary materials, the "Article") in	

2. The parties to the P	ublication Agreement and to this Amendment are:	(the University of
Kansas "Author") and	(the "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 University of Kansas. Under that license, the University of Kansas 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 nonexclusive 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 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.

## **Publisher's Additional Commitment**

The authors' accepted manuscript (post-peer review) may be used in the exercise of the rights and licenses referred to in the paragraphs above.

### **Benefits to Publisher**

Author will provide full bibliographic citation for the article in the open repository.

### Agreement and Gratitude

Either publication of the Article or Publisher's signature below will constitute Publisher's agreement to this Addendum. On behalf of University of Kansas administration and faculty, Author expresses gratitude to Publisher for working in partnership to implement this *University of Kansas Policy on Open Access.* 

AUTHOR	PUBLISHER		
	(University of — Kansas author(s)) - Date		Date