ADDENDUM TO PUBLICATION AGREEMENT  7/15/2010

Author’s Retention of Rights

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

2. The parties to the Publication 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.
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   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