

University of Michigan Author's Addendum for books

Considerations for authors

The addendum below is designed for authors of full books. It is not intended for authors of journal articles, individual chapters, and similar works; for an addendum designed for these types of works, please see our [Author's Addendum page](#).

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. This addendum is designed to serve those authors who wish to explicitly retain certain rights to use works that they have authored. It is designed to be consistent with University of Michigan policy and with the expectations of many authors in our academic community. 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.

Note to users: This template is especially for U-M authors who may copy it and tailor it to their particular situation. When using this Addendum, replace bracketed text with the indicated information.

Template: University of Michigan Author's Addendum for books

This Addendum ("Addendum") modifies and supplements the attached Publication Agreement (the "Publication Agreement") concerning the Work (including any supplementary materials, "the Work") titled [Title of the Work].

The parties to the Publication Agreement as modified and supplemented by this Addendum

are [Name(s) of Author(s)] (“Author”) and [Name of Publisher] (“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 body of the 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 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 the non-exclusive rights in the Work retained by the University of Michigan through University of Michigan Policy [SPG 601.28](#). (The University of Michigan retains the right to “use scholarly works for educational or administrative purposes consistent with its educational mission and academic norms” and “preserve, archive, and host scholarly works in its institutional repositories, such as Deep Blue, where faculty can control the timing and scope of access to their copyrighted works.”)
2. After a period of twelve (12) 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 to make, the final published version of the Work available in digital form over the Internet, including but not limited to on 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.
3. 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.

4. 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.

AUTHOR(S)

Corresponding author*: [Name of corresponding author]

Signature: _____

Date: _____

Author: [Name of additional signing author, if any (copy and paste to accommodate additional authors)]

Signature: _____

Date: _____

PUBLISHER

Publisher's authorized representative: [Name of publisher's authorized representative]

Signature: _____

Date: _____

*Note: If this 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.