## Abilene Christian University Digital Commons @ ACU

### **Open Access FAQ**

12-2016

# Addendum to Publication Agreement Form

Jasmine R. Hoover Abilene Christian University, jrh15c@acu.edu

Mark L. McCallon Abilene Christian University, mccallonm@acu.edu

John B. Weaver Dr Abilene Christian University, jbw11a@acu.edu

Mark McCallon dps04b@acu.edu

Follow this and additional works at: https://digitalcommons.acu.edu/open access

#### **Recommended** Citation

Hoover, Jasmine R.; McCallon, Mark L.; Weaver, John B. Dr; and McCallon, Mark, "Addendum to Publication Agreement Form" (2016). *Open Access FAQ*. 2. https://digitalcommons.acu.edu/open\_access/2

This Article is brought to you for free and open access by Digital Commons @ ACU. It has been accepted for inclusion in Open Access FAQ by an authorized administrator of Digital Commons @ ACU.

### ADDENDUM TO PUBLICATION AGREEMENT

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

2. The parties to the Publication Agreement as modified and supplemented by this Addendum are: \_\_\_\_\_\_ (corresponding author) and any other authors listed on the Work (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 Abilene Christian University. Under that license, Abilene Christian University may make the Work available and may exercise all rights under copyright relating to the Work, and may authorize others to do the same, provided that the Work is not sold for a profit. In the exercise of that license, Abilene Christian University may use the Author's final manuscript of the Work (including all modifications from the peer review process), but will not use a facsimile of the final published version of the Work unless Publisher permits use of that version. When Abilene Christian University makes the Work available in an on-line repository under that license, Abilene Christian University will cite to Publisher's definitive version of the Work, and will link to Publisher's version if it is available on-line.
- b. Nothing in the Publication Agreement will impose any limitation on the rights and licenses referred to in the paragraph 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

(corresponding author on behalf of all authors)

Date (Day,Month,Year)

PUBLISHER

Date (Day,Month,Year)