

# Addendum to Publication Agreement

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1. THIS ADDENDUM hereby modifies and supplements the attached Publication Agreement concerning the following scholarly work (“Work”):

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[manuscript title]

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[publication name]

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[ISBN/ISSN/DOI, if applicable]

2. The parties to the Publication Agreement as modified and supplemented by this Addendum are:  
\_\_\_\_\_ [author] (individually, or if more than one author, collectively, “Author”) and \_\_\_\_\_ [publisher] (“Publisher”).
3. This Addendum and the Publication Agreement, taken together, allocate all rights under copyright with respect to all versions of the Work. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum are paramount and the Publication Agreement shall be construed accordingly.
4. Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agree that:
  - 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 the non-exclusive rights in the Work previously granted to the Institute for Advanced Study (“IAS”, “the Institute”) by the Author, pursuant to the Institute’s Policy on Open Access (<https://www.ias.edu/human-resources-policies-and-procedures>). Under this license IAS may use scholarly works for educational or administrative purposes consistent with its institutional mission and as well as to preserve, archive, and host scholarly works in its institutional repository, Albert (<https://albert.ias.edu>). Should IAS make the Work available in Albert, it will use reasonable efforts to both cite and link to the Publisher’s definitive version of the work once it has been published.
  - b. 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 the Author to the Author's employing institution, and/or 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.

- c. Neither the existence, nor the exercise of the rights and licenses referred to in this Addendum will be deemed to violate any representation or warranty or to breach the Publication Agreement.
- 5. Publisher agrees to provide to the 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 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.
- 6. Either the Publisher's signature, or the publication of the Work will constitute the Publisher's acceptance of and agreement to this Addendum.

AUTHOR \_\_\_\_\_

PUBLISHER \_\_\_\_\_

DATE \_\_\_\_\_