

**Medical University of South Carolina
Addendum to Publication Agreement**

1. This addendum hereby modifies and supplements the attached Publication Agreement concerning the following Article:

Manuscript title

Journal name

2. The parties to the Publication Agreement and to this Addendum are:

_____ Corresponding Author,

and

_____, The Publisher

3. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of the Addendum are paramount and the Publication Agreement shall be construed accordingly.

4. Notwithstanding any terms in the Publication Agreement to the contrary and in addition to the rights retained by Author or licensed by Publisher to Author in the Publication Agreement and any fair use rights of Author, Author and Publisher agree that the Author shall also retain the following rights:

a. **Compliance with NIH Mandate.** Journal acknowledges that Author retains the right to provide a copy of the final manuscript to NIH upon acceptance for Journal publication or thereafter, for public archiving in PubMed Central as soon as possible after publication of the Journal.

b. **Professional Activities Related to Teaching, Conference Presentations, etc.** The Author shall, without limitation, have the non-exclusive right to use, reproduce, distribute, create derivative works, including update, perform, and display publicly, the Article, in electronic, digital or print form in connection with the Author's teaching, conference presentations, lectures, other scholarly works, and for all of Author's academic and professional activities.

c. **Distribution in a Medical University of South Carolina Digital Repository, etc.** Author has the non-exclusive right to make available and distribute in digital form copies of any version of the Article, including but not limited to the published version, over the Internet. This includes availability from a website under the control of the Author or the Author's employer, such as the Medical University of South Carolina's Institutional Repository, from which members of the general public can download copies without charge, provided the Author cites the journal in which the Article has been published as the source of first publication, when applicable. "Published version" means the version of the Article distributed by Publisher to subscribers or readers of the Journal.

d. **Acknowledgement of Prior License Grants.** The Author further retains all non-exclusive rights necessary to grant to the Author's employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the work in electronic, digital, or print form in connection with teaching, digital repositories, conference presentations, lectures, other scholarly works, and all academic and professional activities conducted at the Author's employing institution. Where applicable, Publisher acknowledges that Author's assignment of copyright or Author's grant of exclusive rights in the Publication Agreement is subject to Author's prior grant of a non-exclusive copyright license to a funding entity that financially supported the research reflected in the Article as part of an agreement between the Author or Author's employing institution and such funding entity, such as an agency of the United States government.

5. **Final Agreement.** This Addendum and the Publication Agreement, taken together, constitute the final agreement between the Author and the Publisher with respect to the publication of the Article and allocation of rights under copyright in the Article. Any modification of or additions to the terms of this Addendum or to the Publication Agreement must be in writing and executed by both Publisher and Author in order to be effective. Should Publisher publish the Article in the journal or in any other form without signing a copy of this Addendum, such publication manifests Publisher's assent to the terms of this Addendum.

AUTHOR

PUBLISHER

Corresponding author on behalf of all authors

Date

Date

Approved for use by MUSC Legal Counsel March 21, 2008