

Instructions to authors for use of SIUE Amendment to Publication Agreement

Step 1: If you agree to your publisher's proposed terms, sign the publisher's publication or copyright transfer agreement when requested and write the following statement above your signature:

“subject to attached amendment”

If you object to or have questions about provisions in the publisher's agreement, please contact your librarian or the Dean of Library and Information Services for information or assistance in negotiating more favorable terms.

Step 2: Attach the amendment (next page) with the information filled in (article title, journal name, author(s), and publisher name) and your signature on the bottom.

Step 3: Return the publication agreement to the publisher/editor, along with the amendment form (next page).

If you would like support if a publisher asks a question or raises an objection about the amendment, please contact the SPARK repository manager (Steven Pryor, stpryor@siue.edu, 650-3080), or the Dean of Library and Information Services (Dr. Regina McBride, rmcbrid@siue.edu, 650-2712).

Step 4: Upload your manuscript to your department's faculty collection in SPARK (http://spark.siue.edu/submit_research.html) for compliance with the SIU Open Access Policy pursuant to Illinois Public Act 098-0295 (Open Access to Research Articles Act).

For more information about SPARK, and Frequently Asked Questions about Open Access, and SIU Policy, please see:

- <http://siue.libguides.com/spark>
- <http://siue.libguides.com/oa-faqs>

AMENDMENT TO PUBLICATION AGREEMENT

1. This Addendum hereby modifies the attached or accompanying agreement (the "Publication Agreement") concerning the article titled,

("Article")

and published in,

(Journal).

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

(Individually or, if more than one author, collectively, "Author"); and

(the "Publisher").

3. The parties agree that wherever there is any conflict between this Amendment and the Publication Agreement, the provisions of this Amendment 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 as follows:
- 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 nonexclusive license previously granted by Author to Southern Illinois University ("SIU"). Under that license, SIU may make the Article available and may exercise all rights under copyright relating to the Article, and may authorize others, including the Author, to do the same. In the exercise of that license, SIU may use a facsimile of the final published version of the Article if Publisher permits use of that version; otherwise, SIU may use the Author's final manuscript version of the Article (including all figures and modifications from the peer review process). If SIU makes the Article available in an online repository under that license, SIU will use all reasonable efforts both to cite the Publisher's definitive version of the Article if it has been published, and to link to Publisher's version if it is available online.
 - 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 any non-exclusive license previously granted, or previously required to be granted, by Author to a funding entity that financially supported the research reflected in the Article 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.
5. Either publication of the Article or Publisher's signature below will constitute Publisher's acceptance of and agreement to this Addendum.

AUTHOR: _____ Date: _____
(corresponding author on behalf of all authors)

PUBLISHER: _____ Date: _____