

Alternative Copyright Agreements

It is important for an author to consider thoroughly the implications of the publishing agreement before signing it. Typically, the agreement will require that the author assign copyright in the work to the publisher, so that even the author's own use of the work may constitute infringement. In negotiating copyright assignment with a publisher, an author should carefully consider the range of possible future uses he or she may wish to reserve, such as making copies for teaching and research by both the author and others at the author's institution, and republishing the work as part of a larger work or on a web page.

Following are examples of two documents with additional language reserving certain rights to the author which are in the form of addenda to the publishing agreement. They have been formulated at the behest of the University's Library Committee with the aid of the Office of the General Counsel.

If the author wishes to present an addendum to the publisher during the process of negotiation, the author should review the section of the publishing agreement that grants rights to the publisher and decide the best place to add language reserving certain uses. The author should customize the addendum accordingly. If other sections of the publishing agreement contain objectionable language, the author may use the same addendum to address those as well.

If the author and publisher agree as to the language in an addendum, the author should have the publisher sign both documents first, and the author should be sure to retain signed copies.

ADDENDUM TO PUBLISHING AGREEMENT

This Addendum is hereby incorporated by reference and made a part of the attached Publishing Agreement between _____ (“Publisher”) and _____ (“Author”).

“Publisher hereby grants Author, and if Author is employed by a nonprofit educational institution, Author’s employer, a non-exclusive, world-wide, royalty-free perpetual and irrevocable right and license to copy, distribute, display, and perform the Work, in whole or in part, and to incorporate the Work, in whole or in part, into other works in non-profit teaching and research activities.”

The above is agreed and accepted.

PUBLISHER

AUTHOR

By: _____

Name _____

Date _____

Title: _____

Date: _____

ADDENDUM TO PUBLISHING AGREEMENT

This Addendum is hereby incorporated by reference and made a part of the attached Publishing Agreement between _____ (“Publisher”) and _____ (“Author”).

The following is added to the end of Section ____ :

“Publisher agrees to allow nonprofit educational and library duplication and distribution of the Work, including but not limited to reserves and coursepacks make by nonprofit or for-profit copyshops. Publisher shall include such permission on any copyright notice appearing on the Work, as follows:

‘Copyright [date] [Publisher]. Permission is granted for nonprofit educational uses of this [article]. All other uses require permission from the publisher.’”

The above is agreed and accepted.

PUBLISHER

AUTHOR

By: _____

Name _____

Date _____

Title: _____

Date: _____