

Agreement between the Regents of the University of Michigan and a Corresponding
Author Concerning Online Distribution of a Work

The following is an agreement between

_____ (“Corresponding Author”)

acting on behalf of all authors of the Work (“Authors”) and the University of Michigan
Library (the “Publisher”) and governs

_____ (the “Work”).

Whereas the parties desire to promote effective scholarly communication that promotes
local control of intellectual assets, the parties for valuable consideration agree as follows.

A. CORRESPONDING AUTHOR’S GRANT OF RIGHTS

The Corresponding Author grants to the Publisher, during the full term of copyright and
any extensions or renewals of that term, the following:

1. An irrevocable non-exclusive right to reproduce, republish, transmit, and
distribute the Work in electronic editions throughout the world. (These rights do
not include the right to sell the content or sell access to the content without
express permission of the Corresponding Author.)
2. An irrevocable non-exclusive right to create and store electronic archival copies
of the Work, including the right to deposit the Work in open access digital
repositories.
3. An irrevocable non-exclusive right to license others to reproduce, republish,
transmit, and distribute the Work under the condition that the Authors are
attributed, no derivative works are created, and the work is not used for
commercial purposes. (Currently this is carried out by publishing the Work under
a Creative Commons Attribution-NonCommercial-NoDerivs license.)

Copyright in the Work remains with the Authors.

B. CORRESPONDING AUTHOR’S DUTIES

1. When distributing or re-publishing the Work, the Corresponding Author agrees to
credit the University of Michigan Library as the original publisher.
2. The Corresponding Author agrees to notify the Publisher of any change in contact
information.

C. CORRESPONDING AUTHOR’S WARRANTY

The Corresponding Author warrants that he or she has the right to publish the Work and
all content within it, and that he or she has the right to authorize the University of
Michigan to make the Work and all content within it available electronically, consistent
with this Agreement. The Corresponding Author also warrants that the Work does not

violate or infringe the law or the rights of any third party and, specifically, that the Work contains no matter that is defamatory or that infringes any literary or proprietary rights, intellectual property rights, or any rights of privacy. The Corresponding Author also warrants that he or she has the full power to make this agreement, and if the Work was prepared jointly, the Corresponding Author agrees to inform the Authors of the terms of this Agreement and to obtain their written permission to sign on their behalf. The Corresponding Author agrees to hold the Journal harmless from any breach of the aforestated representations.

D. PUBLISHER’S DUTIES

In consideration of the Corresponding Author’s grant of rights, the Publisher agrees to publish the Work, attributing the Work to the Authors.

E. ENTIRE AGREEMENT

This Agreement reflects the entire understanding of the parties. This Agreement may be amended only in writing by an addendum signed by the parties. Amendments are incorporated by reference to this Agreement.

ACCEPTED AND AGREED BY THE CORRESPONDING AUTHORS ON BEHALF OF ALL AUTHORS CONTRIBUTING TO THIS WORK:

Corresponding Author: _____ Date: _____

Approved for the Regents of the University of Michigan by

_____ Date: _____

John Wilkin
Associate University Librarian for Publishing
University of Michigan

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