

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

The following is an agreement between

_____ (“Author”)

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. AUTHOR’S GRANT OF RIGHTS

The 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 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 Author is 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 Author, or, in the case of multiple authors, with the authors as a group.

B. AUTHOR’S DUTIES

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

C. AUTHOR’S WARRANTY

The Author warrants that it has the right to publish the Work and all content within it, and that it 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 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 Author also warrants that he or she has the full power to make this agreement, and if the Work was prepared jointly, the Author agrees to inform the co-Authors of the terms of this Agreement and to obtain their written permission to sign on their behalf. The Author agrees to hold the Journal harmless from any breach of the aforestated representations.

D. PUBLISHER’S DUTIES

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

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:

Author: _____ Date: _____

Approved for the Regents of the University of Michigan by

_____ Date: _____

Maria Bonn
Associate University Librarian for Publishing
University of Michigan

Contact information

Author	
Permanent Address	
Telephone	
Email	

Publisher Representative	Maria Bonn
Permanent Address	Associate University Librarian for Publishing University Library University of Michigan 818 Hatcher Graduate Library South 913 S. University Ave. Ann Arbor, MI 48109-1190 USA
Telephone	+1 734 764 9356
Email	mbonn@umich.edu