

Office of the Provost

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May 13, 2008

Dear Dean or Director,

As you are aware, the NIH now requires grantees to post papers supported by NIH funds to PubMed Central (PMC) within one year of publication.¹ Some journals send their papers to PMC without author involvement.² If an author's journal does not do so and if the author retains sufficient rights to his or her paper in any publishing contract, the process of posting is not onerous. If they do not retain rights or if the publisher's proposed agreement does not contain specific language permitting compliance with this policy, obtaining permission after the fact may be difficult and time consuming.

As a matter of principle and of faculty expedience, a working group comprising Winston Tabb, Sheridan Dean of University Libraries, Nancy Roderer, Director of the Welch Medical Library, Cheryl Howard, Assistant Provost for University Research Projects Administration, and Philip Roberts, Associate General Counsel, has recommended **that the University require Johns Hopkins researchers supported by NIH funds to retain sufficient rights to all papers published in the course of their NIH-sponsored research.**

To do so, there are two alternate addenda and a recommended notification letter that faculty members can employ.³ The first, attached as "Addendum 1" (<http://openaccess.jhmi.edu/ADDENDUM1.pdf>), constitutes the bare minimum for compliance with the NIH Public Access requirement. The second, attached as "Addendum 2" (<http://openaccess.jhmi.edu/AddendumToPublicationAgreement.pdf>), allows faculty members to comply with the NIH requirement while retaining broader rights for their own benefit as apparent from the provisions of this addendum. We would encourage faculty members to use Addendum 2 if possible as it is in every scholar's interest to retain broader rights to their intellectual products. However, to assure compliance with the NIH mandate, the University must require that faculty members at a minimum use Addendum 1.

Regardless of which of the two alternative addenda faculty members choose to employ, they should do the following:

¹ The policy requires the author to submit the manuscript upon acceptance for publication; however, during the submission process, the author can specify an embargo period on posting for up to one year from the date of first publication. The specifics of the policy may be viewed at <http://publicaccess.nih.gov>.

² For list of publishers, see http://publicaccess.nih.gov/submit_process_journals.htm.

³ The addenda and the notification letter are available at http://openaccess.jhmi.edu/nih_policy_faq.cfm.

- (1) Sign the original publisher agreement with the notation “subject to the attached addendum” above their signature(s);
- (2) Sign and attach one of the alternate addenda to the original publisher agreement, and return the completed contract to the publisher;
- (3) Retain a copy of the submitted contract for their records.

If a journal requires an on-line acceptance of the copyright agreement, we recommend the following, mail or email (1) a copy of the recommended notification letter to the publisher (<http://openaccess.jhmi.edu/JournalNotificationLetterPSR%204-24-08.pdf>); along with (2) a copy of the signed addendum you choose to use. Again, it is possible that certain publishers will not accept the broader addendum (Addendum 2). If a faculty member nevertheless wishes to publish an article with these publishers, he or she must, at a minimum, insist on Addendum 1.

Having retained rights to permit submission to PubMed, faculty members must then submit their articles in a timely fashion. The submission process is explained on the NIH web site at http://publicaccess.nih.gov/submit_process.htm. To make this process easier, your faculty members should be encouraged to contact Kate Oliver (Welch Medical Library, koliver@jhmi.edu) or Robin Sinn (Eisenhower Library, rsinn@jhu.edu) or to visit the Library website (http://openaccess.jhmi.edu/nih_policy_faq.cfm) if they require any additional information or assistance.

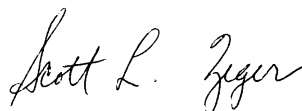
We write to request that, at your earliest convenience, you discuss with your faculty this requirement. If it would be helpful, one of the working group members would be happy to join your meeting. Please know that we continue to explore ways to facilitate this new process for our faculty.

Please let us know if you have any questions.

Sincerely yours,



Kristina M. Johnson
Provost and Senior Vice President
for Academic Affairs



Scott L. Zeger
Vice Provost for Research

ADDENDUM TO AGREEMENT

1. THIS ADDENDUM hereby modifies and supplements the attached Licensing and/or Publishing Agreement (the "Agreement") concerning the following work:

(Title): _____

2. The parties to the Agreement modified and supplemented by this Addendum are:

"Author" Individually or, if more than one author, collectively, "Author":

"Publisher": _____

3. This Addendum and the Agreement, taken together, allocate all rights under copyright with respect to all versions of the work. The parties agree that wherever there is any conflict between this Addendum and the Agreement, the provisions of this Addendum are paramount and the Agreement shall be construed accordingly.

4. **Author's Retention of Rights.** Notwithstanding any terms in the Agreement to the contrary, Author and Publisher agree that in addition to any rights under copyright retained by Author in the Licensing Agreement, Author retains the right to provide a copy of the final manuscript to the NIH upon acceptance for publication for public archiving in PubMed Central as soon as possible but no later than 12 months after publication by Journal.

5. For record keeping purposes, Author requests that Publisher sign a copy of this Addendum and return it to Author. However, if Publisher publishes the work in any form without signing a copy of this Addendum, such publication manifests Publisher's assent to the terms of this Addendum.

AUTHOR
(Corresponding author on behalf of all authors)

PUBLISHER

ADDENDUM TO LICENSING AGREEMENT

1. THIS ADDENDUM hereby modifies and supplements the attached Licensing Agreement concerning the following work:

(Title)

(Licensing name)

2. The parties to the Licensing Agreement as modified and supplemented by this Addendum are:

(Corresponding author)

(Publisher)

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

3. This Addendum and the Licensing Agreement, taken together, allocate all rights under copyright with respect to all versions of the work. The parties agree that wherever there is any conflict between this Addendum and the Licensing Agreement, the provisions of this Addendum are paramount and the Licensing Agreement shall be construed accordingly.

4. **Author's Retention of Rights.** Notwithstanding any terms in the Licensing Agreement to the contrary, AUTHOR and PUBLISHER agree that in addition to any rights under copyright retained by Author in the Licensing Agreement, Author retains: (i) the rights to reproduce, to distribute, to publicly perform, and to publicly display the work in any medium for non-commercial purposes; (ii) the right to prepare derivative materials from the work; and (iii) the right to authorize others to make any non-commercial use of the work so long as Author receives credit as author and the format in which the work is published is cited as the source of first publication of the work. For example, Author may make and distribute copies in the course of teaching and research and may post the work on personal or institutional Web sites and in other open-access digital repositories.

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5. **Acknowledgment of Prior License Grants.** In addition, where applicable and without limiting the retention of rights above, Publisher acknowledges that Author's assignment

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6. For record keeping purposes, Author requests that Publisher sign a copy of this Addendum and return it to Author. However, if Publisher publishes the work in any form without signing a copy of this Addendum, such Licensing manifests Publisher's assent to the terms of this Addendum.

AUTHOR

(Corresponding author on behalf of all authors)

_____ (Date)

PUBLISHER

_____ (Date)

Dear Journal/Publisher:

I am submitting the attached the attached manuscript, “[TITLE],” which is subject to the NIH Public Access requirement. Accordingly, as author, I must retain the right to provide a copy of the final manuscript to NIH upon acceptance by the journal for publication, for public archiving in PubMed Central as soon as possible but no later than 12 months after publication by the journal. Therefore, if this journal chooses to publish this manuscript, the journal thereby agrees that I retain this right, irrespective of any other written, verbal, or electronic agreement to the contrary, even any agreement executed subsequent to the date of this letter.

Thank you for your kind attention to this very important matter.

Sincerely,

[Author’s name]