

Addendum to Publishing Agreements

This Addendum to Publishing Agreement (the "Addendum") is effective upon signature by both parties (the "Effective Date") and made by and between Wiley and its affiliates (the "Publisher"), and the Smithsonian Institution, a non-profit trust instrumentality established by Act of Congress of the United States in 1846 (20 U.S.C. 41, et. seq.), with a principle address at 1000 Jefferson Drive, SW, Washington, DC 20560, by and on behalf of all Smithsonian employees who prepare works of authorship as part of their official duties ("Employee Contributor"). For purposes of the Copyright Transfer Agreement, Exclusive License Agreement or Open Access Agreement as applicable (the "Agreement") and this Addendum, the author of the work is the Smithsonian Institution ("Smithsonian"). This Addendum is attached to and incorporated herein by reference to Agreements entered into by the Smithsonian on behalf of its Employee Contributors with the Publisher (either on its own behalf or on behalf of society or other owners of journals which it publishes) during the term of this Addendum.

WHEREAS, Employee Contributors of the Smithsonian who have authorship in peer-reviewed journal articles and book chapters (each a "Contribution") are subject to Smithsonian's Plan for Increased Public Access to Results of Federally Funded Research (the "Plan"), which requires works of authorship that are accepted for publication in Publisher's journals and edited collections be made available to the public to read, analyze, and download in accordance with the Plan;

WHEREAS, this Addendum contains standard provisions to ensure the Author's compliance with the Plan and with other Smithsonian requirements, including compliance with public access plans of federal agencies from which an Employee Contributor has received federal funding.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and herein, the parties agree as follows:

1. For such time as the Publisher is a publisher member and the Smithsonian is an agency member of the Clearinghouse for Open Research of the United States (CHORUS), the Publisher shall provide a public access version of the Employee Contributor's Contribution (as defined in the Agreement) for the public to read, analyze, and download after an embargo period of no more than twelve months after publication and to which Smithsonian will provide a link in a standard format (e.g., DOIs) from one or more Smithsonian-approved repositories.
2. The Publisher shall further permit deposit of the Contribution to non-commercial repositories required by funders other than Smithsonian when an article or book chapter includes results of research supported, in whole or in part, by federal funding agency grants and contracts after an embargo period of no more than twelve months after publication and in alignment with the Agreement.
3. For Contributions published as Gold open access by the Publisher, there shall be no embargo period, and the Smithsonian may link to the published version via its DOI after publication by the Publisher.
4. Trademarks. The Smithsonian owns, controls, and/or has registered the trademarks/service marks "Smithsonian," "Smithsonian Institution," the names of its museums and programs, and the Smithsonian sunburst logo (the "Names"). Except in connection with the distribution and marketing of the Contributions, the Publisher agrees that it will not use the Names or the names of the Employee Contributors in any advertising, marketing or promotional manner.
5. The Smithsonian shall not be responsible for any claims, demands, suits, judgments, or expenses arising out of or based upon any third party claim that the Publisher has, through its actions with respect to the Employee Contributors' Contributions, such as editing and adding new materials without approval of the Smithsonian, caused harm, injury, or damages to such third party.

6. The Publisher acknowledges that Smithsonian requires its employee authors to disclose to the Publisher each source of funding above a specified amount (currently \$10,000 USD) used to support the scholarly research conducted by the Employee Contributor in preparing the Contribution.
7. This Addendum shall commence on the Effective Date and continue thereafter until (1) either party no longer is a member of CHORUS or (2) either party terminates this Addendum upon notice for failure to cure a material breach of this Addendum within thirty (30) days of notice of such breach. Upon termination of this Addendum, any Agreement previously executed with this Addendum attached thereto and the Addendum shall remain in full force and effect.
8. This Agreement will be governed by applicable federal law and the laws of the State of New York, without regard to such State's conflict of law rules.
9. To the extent there is any conflict between the terms of this Addendum and the Agreement, this Addendum will control.

SMITHSONIAN INSTITUTION

Ginger Minkiewicz

Name

Ginger Mink

Signature

March 29, 2017

Date

PUBLISHER

Dendree Silver

Name

[Signature]

Signature

3/31/17

Date