

Addendum to Publishing Agreements

This Addendum to Publishing Agreements (the "Addendum") is effective upon signature by both parties (the "Effective Date") and made by and between Elsevier Inc. 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 principal 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 Publishing Agreement and this Addendum, the Author of the work is the Smithsonian Institution ("Smithsonian" or "SI"). This Addendum is attached to and incorporated herein by reference to each Publisher's Journal Publishing Agreement or Licensing Agreement, as updated from time to time (the "Agreement") that is entered into between the Publisher and Employee Contributor(s) during the term of this Addendum.

WHEREAS, Employee Contributors who have authorship in peer-reviewed journal articles 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 be made available for the public to read, analyze, and download in accordance with the Plan; and

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

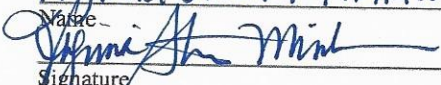
NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and herein, the parties agree as follows:

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 Article (as defined in the Agreement) for the public to read, analyze, and download after a twelve-month embargo period 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 Accepted Manuscripts (as defined in the Agreement) to non-commercial repositories required by funders other than Smithsonian when an Article includes results of research supported, in whole or in part, by federal funding agency grants and contracts after a twelve-month embargo period after publication and in alignment with the Agreement.
3. For Articles published as Gold open access by the Publisher, there shall be no embargo period, and the Smithsonian will link to the Published Journal Article (as defined in the Agreement) 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 Article, the Publisher agrees that it will not use the Names in any


advertising, marketing or promotional manner without the prior agreement of the Smithsonian.

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 to the extent that the Publisher has, through its actions with respect to the Article, 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 in preparing the Article.
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 publication agreement previously executed with this Addendum attached thereto shall remain in full force and effect.
8. To the extent there is any conflict between the terms of this Addendum and the Agreement, this Addendum will control.

SMITHSONIAN INSTITUTION

Virginia Strader Minkiewicz
Name

Signature
Jan. 17, 2017
Date

PUBLISHER

Mark Seelen, Senior VP EGC
Name

Signature
17 January 2017
Date