

SAMPLE FUNDER ADDENDUM

Addendum ____ Access to Research Products

This Access to Research Products Addendum supplements the Grant Agreement and sets forth the obligations of Grantee with respect to research products created in the course of performing the funded research project. In the event of a conflict between the terms of the Grant Agreement and this Appendix, this Appendix shall take precedence.

Notwithstanding anything to the contrary, Grantee and the Principal Investigator agree that research products will be made accessible as follows:

Scholarly Articles

A copy of any scholarly articles describing the funded research project shall be deposited in PubMed Central not later than six (6) months from the date of first publication in a journal. Such articles shall be licensed to the public under a CC-BY 3.0 license {available at <http://creativecommons.org/licenses/by/3.0/>}.

Grantee may comply with the above requirement by publishing such article in a journal with a policy consistent with the above requirement, or by retaining sufficient rights to comply with this requirement.

Grantee shall use reasonable efforts to mark up such article using metadata according to the {Semantic Web standards?} and deposit such metadata at the time of deposit in PubMed in {PubMed?}. {Discussion Question: What **standards** should funders use for mark-up, and what **repository** exists for such metadata?}

{Discussion question: Should papers that are submitted to conferences but are not published in journals be included in this policy? Are there other scholarly outputs that we need to mention?}

Data

All data supporting the publication shall be made available for download from a digital repository under terms and conditions no more restrictive than the Science Commons Protocol for Implementing Open Access Data {<http://sciencecommons.org/projects/publishing/open-access-data-protocol/>}, upon:

- a) six (6) months after any publication describing the results of the funded research project;
- b) twelve (12) months after the completion of the research project; or
- c) twelve (12) months after the expiration or termination of the Grant Agreement,

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whichever is earliest, and subject to any reasonable delay necessary to evaluate for patentability and to file any patent applications.

Grantee may comply with the above requirement either by:

- 1) Depositing a copy of the data in a third party digital repository from which it may be downloaded free of charge, or
- 2) Offer such data for download on a Website without charge, or
- 3) Offer to distribute such data on any medium which is commonly used, subject to a reasonable charge for the cost of reproduction and distribution.

Deposit of Unpublished Data

In addition, Grantee shall deposit a copy of all data created in the course of the funded research project in Grantor's data repository no later than six (6) months from the date of creation. The data so deposited shall be used by Grantor only for its own internal quality analysis and shall not be published by Grantor, until such data otherwise becomes publicly available.

Materials

Tangible research materials which are unique and substantial outputs created in the course of performing the funded research shall be made available to other researchers, subject to the existence of available quantities, under either the PHS Simple Letter Agreement (SLA) {available at http://www.nhlbi.nih.gov/tt/docs/sla_mta.pdf} or the Uniform Biological Material Transfer Agreement (UBMA) {available at <http://www.autm.net/aboutTT/masterAgreement.doc>} to investigators at non-profit or academic institutions.

When reasonable, Grantee should consider deposit of the materials in an appropriate repository under the above MTAs or terms which are no less restrictive. For avoidance of doubt, the standard MTAs used by ATCC and Jackson Laboratories shall be deemed to be compliant with this requirement.

In addition, Grantee is encouraged to offer such materials to for-profit entities under any version of the Science Commons MTAs {available at <http://mta.sciencecommons.org>}.

{Discussion: Should we mandate **for-profit** transfer? I think that's much more problematic, **as a mandate**, than non-profit transfer.}

Grantee may satisfy the above requirement with respect to for-profit or non-profit transfers of materials, or both, by offering to provide materials without any binding material transfer agreement (MTA) or other agreement.

If any materials are subject to third party rights, including patents or contractual obligations, and such third party rights would interfere with Grantee's ability to comply

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with the above requirement, then Grantee shall promptly inform Grantor upon becoming aware of such requirement. If third party patent rights would be violated by the distribution of the materials, then Grantor shall grant to Grantee a waiver to the extent necessary to avoid infringement. If Grantee's compliance with the above requirement would violate a contractual obligation, then Grantor shall grant a waiver to the extent such obligation was entered into in good faith and not for the purpose of circumventing this Agreement.

The foregoing obligation may also be met by depositing the materials in any applicable third party material repository that makes such materials available to the public under the terms and conditions stated above.