Nonexclusive License Agreement for Open Access to Publications

I, ________________________________, hereby agree to be bound by this Nonexclusive License Agreement for Open Access to Publications (this “Agreement”). I acknowledge that I have read the Howard Hughes Medical Institute (“HHMI”) Open Access to Publications Policy (the “OA Policy”) attached hereto.

1. In consideration of my HHMI employment and use of HHMI facilities and equipment, I do hereby:

   a. Agree to abide by the OA Policy to the full extent it applies to each and every original, peer-reviewed research article with major contributions from my HHMI lab, of which I retain copyright ownership in accordance with HHMI’s Intellectual Property Policy, as it may from time to time be amended (collectively, the “Research Articles”).

   b. Grant, effective as of and after January 1, 2022, a non-exclusive Attribution 4.0 International (CC BY 4.0) Public License, or such other type of public license(s) that HHMI may elect in accordance with paragraph 1.d. below, to the public to each Research Article, including without limitation the author accepted manuscript (“AAM”), in any medium, worldwide, for the term of the copyright of each such Research Article (the “Public License”) in accordance with the terms and conditions of this Agreement including paragraph 1.f. below.

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   d. Agree that HHMI from time to time may, in its sole discretion, amend or revise the terms of the Public License so as to achieve the intent of the OA Policy, as it may from time to time be amended or revised, and I understand and agree that any such amended or revised Public License shall be deemed granted by me for the benefit of the public once notice from HHMI of such amendment or revision has been emailed to me, posted on HHMI’s website or otherwise communicated to me, but shall not apply to rights accrued prior to that time. I understand and agree that if I continue to work at HHMI after being notified of such amendment or revision that such continued employment shall indicate my assent to and acceptance of the amended or revised Public License.

   e. Agree that HHMI from time to time may, in its sole discretion, amend or revise the terms of the OA Policy. I understand and agree that such amended or revised OA Policy shall be effective once notice from HHMI of such amendment or revision has been emailed to me, posted on HHMI’s website or otherwise communicated to me, but shall not apply to rights accrued prior to that time. I understand and agree that if I continue to work at HHMI after being notified of such amendment or revision that
such continued employment shall indicate my assent to and acceptance of the amended or revised OA Policy.

f. Agree, effective as of January 1, 2022, in connection with the Public License, as it may from time to time be amended or revised, or, in the alternative, the HHMI License, to make Research Articles freely and immediately available by the publication date, in accordance with the terms of the OA Policy, which may be updated from time to time. Specifically, I will satisfy this requirement by either:

i. Publishing the version of record ("VoR") under a CC BY 4.0 license so that it is immediately and freely available to the public by the publication date; or

ii. Depositing or ensuring that an HHMI co-author deposits the AAM in PubMed Central or another HHMI-designated repository under a CC BY 4.0 license so that it is immediately and freely available to the public upon publication of the VoR in the journal.

g. Agree, effective as of January 1, 2022, in connection with the HHMI License, to provide or ensure that an HHMI co-author provides HHMI, upon HHMI's request, with a copy of the AAM as soon as the AAM is available to me or my HHMI co-author(s).

h. Agree:

i. To notify journals of, or, if I am not the corresponding author, arrange for the notification of journals by the corresponding author of, the OA Policy and the grant of the Public License and the HHMI License under this Agreement, in either case at the time of submitting each Research Article for publication and, when applicable, adding language required by HHMI, or otherwise using an HHMI-approved addendum, to the contract presented by the journal for my signature;

ii. When applicable, to notify HHMI and non-HHMI co-authors of Research Articles of the OA Policy and the grant of the Public License and the HHMI License under this Agreement; and

iii. When appropriate, to notify any funding organization that supported research reported in any Research Articles of the OA Policy and the grant of the Public License and the HHMI License under this Agreement.

2. Except for the grants of the Public License and the HHMI License set forth above, I understand and agree that this Agreement does not affect ownership or involve the licensing of intellectual property rights arising in connection with research by me or by other HHMI employees, alone or with others, including without limitation the ownership or licensing of any intellectual property described within a Research Article, which is as set forth in and subject to HHMI's Intellectual Property Policy, as it may from time to time be amended.

3. I understand and agree that if any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity of
the balance of this Agreement. In addition, I understand and agree that if the grant of the Public License or the HHMI License, or the terms of either such license, are deemed to be unenforceable, the grant and/or the license terms, as applicable, shall be construed as enforceable to the maximum extent possible to effectuate the intent of the OA Policy.

4. Without further consideration, I do hereby agree to do and perform (or shall cause to be done and performed) all such further acts, and shall execute and deliver all such other agreements, certificates, instruments and/or documents, in each case as HHMI may deem reasonably necessary and proper to carry out the intent and accomplish the purposes of this Agreement.

5. I understand that this Agreement shall continue in full force and effect unless and until HHMI and I mutually agree in writing to modify or terminate it, and such written agreement is signed by an authorized officer or representative of HHMI. I also understand that this Agreement shall extend to and be binding upon my heirs, personal representatives, successors, and assigns and that it extends to the successors and assigns of HHMI. This Agreement supersedes any other agreements I may have signed, or to which I may be bound, in respect of the subject matter hereof.

I have executed and delivered this Agreement on the _______ day of ________________, 20__.

Signature: ____________________________________________

Name (print): __________________________________________